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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 6, 1890.

CURRENT TOPICS.

WE PRINT elsewhere new rules under the Bankruptcy Acts, 1883 and 1890, which are to come into operation on the 1st of January next. The advance copy with which we have been favoured reaches us too late for comment this week.

WE BELIEVE that the new rules under the Companies (Winding-up) Act, to which we subsequently refer, were submitted in draft to the Council of the Law Society, and that suggestions for amendment were sent to the Lord Chancellor.

THE JUDGES of the Court of Appeal No. 2 will in a very short time have disposed of all the appeals in their list which are ready for hearing; there being, besides those in Friday's paper, only three cases, and these not ripe for hearing. It is accordingly announced that, on and after Monday, the 8th inst., until the end of the sittings, Queen's Bench final appeals will be continued in Court No. 2, and that Court No. 1, after disposing of the interlocutory list, will continue the new trial paper.

THE DEATH of Sir BARNES PEACOCK, the last paid member of the Judicial Committee of the Privy Council, brings into operation section 14 of the Appellate Jurisdiction Act, 1876, which provides that, on the death or resignation of the remaining two paid judges of the Judicial Committee, a fourth Lord of Appeal in Ordinary, to sit in the House of Lords and the Judicial Committee, may be appointed. Such Lord of Appeal is to rank as a Baron during his life, and is to enjoy a salary of £6,000 a year. A very important piece of judicial patronage is accordingly now at the disposal of the Government.

IT MAY be assumed as an incontestible fact that in the Chancery Division every suitor has a right to bring his case before the judge in person, and that the chief clerk can in no case refuse the exercise of this right, if claimed in time. This right is laid down in R. S. C., ord. 55, r. 69, as follows:—"Any party may, before the proceedings before the chief clerk are concluded, take the opinion of the judge upon any matter arising in the course of the proceedings, without any fresh summonses for the purpose." That this right is very commonly exercised is clear, from the long lists of summonses which come before the chancery judges in chambers every Monday, and the numerous summonses adjourned to be decided in court. Some doubt having arisen as to the time when the

application to adjourn a matter to be heard before the judge in person may be made, Mr. Justice KEKEWICH took occasion, on Wednesday last, in a case of *Scott v. Homer*, to propound his views on this point. He appears to think it reasonable that some little time should be allowed to the parties in order that they may consider the terms of the order the chief clerk is about to make; and the rule he adopts is, that those who desire to have their case decided by the judge himself will be in time if they apply for that purpose at any time before the chief clerk's order is completed, that is before it is passed and entered. It is to be hoped that the other judges of the Chancery Division will adopt a similar rule for the guidance of their chief clerks; the rule adopted by Mr. Justice KEKEWICH being one which indicates with precision the exact moment when the line is to be drawn.

THE LORD CHANCELLOR, with the concurrence of the President of the Board of Trade, has signed certain rules, dated the 29th of November, under section 26 of the Companies (Winding Up) Act, 1890, which we regret we are not able to print this week. The rules hitherto in operation have been those under the General Order of 1862, but, by rule 180 of the new rules, they will not apply in the winding up of a company under an order of the court made after the 31st of December, 1890. As we intend shortly to consider in detail the effect of the recent legislation, it will be sufficient now to notice some of the chief points dealt with by the rules. By rule 4, where no specific change is made by the Act or rules, the present practice as to hearing matters in court or in chambers will continue. This applies to the High Court. As to other courts, rule 5 gives a list of matters which must be heard in open court, including petitions, public examinations, and appeals from any decision or act of the liquidator. Rule 16 applies to examinations in winding-up proceedings a provision, similar to that existing in bankruptcy, for the appointment of a person to take shorthand notes of the examination. Under rule 29, before the costs of any solicitor employed by an official receiver or liquidator can be taxed, it will be necessary to produce a certificate in writing, signed by the official receiver or liquidator, shewing whether any special terms of remuneration have been agreed to, and also a copy of the resolution or other authority sanctioning the employment. Rule 33 requires the winding-up petition to be, subject to necessary variations, in one of two forms given in the appendix. Rules 58 to 62 deal with the statement of affairs which has to be furnished to the official receiver under section 7 of the Act. The official receiver is to provide the person required to give it, with forms and instructions for its preparation, and he may hold personal interviews with him for the purpose of investigating the company's affairs. As to the costs of the statement, the person intending to incur them must submit an estimate to the official receiver, and will only be allowed out of the assets of the company the amount sanctioned by him (rule 62).

MATTERS THAT WILL be of great importance under the new system are the official receiver's report and the examination of directors and other officers of the company provided for by section 8 of the Act. By rule 69, the report is to state in narrative form the facts to be brought before the notice of the court, and section 72 requires every examination to be held in open court. In default of attendance by the person to be examined, or if it is shewn that he has absconded, or is about to abscond, a warrant may be issued for his arrest. Section 13 of the Act enables rules to be made for conferring on the liquidator the powers hitherto exercised by the court under various sections of the Act of 1862. Among these are the power to settle the list of contributories and rectify the register, and the power to make calls (sections 98 and 102 of the Act of 1862). Rectification of the register requires, however, special leave of the court, and calls may not be made without such leave or the sanction of the committee of inspection. Accordingly, rule 85 provides for the list of contributories henceforth to be settled by the liquidator, and appeals to the court against his decision must be brought within twenty-one days of service

on the person desiring to appeal of notice of the settlement of the list. So rules 92 to 95 regulate the manner in which, subject as above mentioned, calls may be made by the liquidator. Special attention must be directed to rules 96 to 107, which regulate the proof of debts. Hitherto only such debts have had to be proved as the liquidator has not thought proper to admit otherwise. Moreover, where proof was required, the cost was added to the debt. Now all debts must be proved (rule 96), and, unless the court otherwise orders, the creditor is to bear the costs of proof (rule 101). Here again twenty-one days are allowed as the time within which an appeal against the rejection of a proof may be brought. As in bankruptcy, the remuneration of the liquidator is to be in the nature of a commission or percentage, of which one part is to be payable on the amount realized and the other on the amount distributed in dividend (rule 154). Generally, indeed, the rules assimilate the practice so much to that in bankruptcy that they differ almost entirely from the rules of 1862. It is only a few of these, such as rules 2 to 5, with regard to the advertisement, &c., of the petition, which are here reproduced (rules 34 to 37). A lengthy appendix contains the forms to be used in winding-up proceedings.

WE UNDERSTAND that a conference was held at the Treasury on Monday and Tuesday last between some of the county court judges, county court registrars, and solicitors, to consider various suggestions made by the Council of the Incorporated Law Society and others for the improvement of the rules and scales of costs. From 1883 to 1887 a committee of the Incorporated Law Society sat at intervals on the subject of the improvement of the county court practice and the extension of the jurisdiction of the county courts, and in March, 1888, as appears from the annual report of that year, certain suggestions were made to the Lord Chancellor for insertion in the County Court Consolidation Bill of that session. His lordship replied that the Bill was simply a consolidation Bill, and that, therefore, he could not introduce into it the amendments suggested. When the Bill reached the House of Commons it was referred to the Standing Committee on Law, and the council pressed upon the Government the adoption of the following recommendations which seemed to them to be urgently needed—viz.:

(1) That in all cases in which a default summons for over £10 had been issued, the registrar should have the same powers of dealing with the action as are conferred upon a master under order 14.

(2) That a solicitor should be permitted to employ another solicitor to represent him at the hearing of any case.

(3) That plaints and summonses should, as is the practice in the superior courts, be served by the plaintiff or his solicitor if so desired, and that judgment should in like manner be enforced by bailiffs approved by the court and employed by the plaintiff.

(4) That judgments in the county court for sums exceeding £20 should carry interest as in the Supreme Court.

On the question of jurisdiction, the council were of opinion that the jurisdiction of the county courts should be unlimited in amount, but that the defendant should have an absolute right to remove into the High Court any action in which the debt, demand, or damage claimed or in dispute exceeded £50, no distinction being made between actions of contract and actions of tort, or in matters within the equitable jurisdiction exceeding £500. In order to enable the judge to deal satisfactorily with the larger and more important actions, the council were of opinion that all actions in which the debt, demand, or damage claimed did not exceed £10 should be dealt with by the registrar, unless the judge, on the application of either party, ordered otherwise. Again, in November, 1888, after the passing of the County Courts Act of that year, the council made numerous suggestions for the improvement of the County Court Rules and scales of fees, which were submitted to the Lord Chancellor and the secretary to the County Court Commission, with a request that the Rule Committee of County Court Judges would receive a deputation from the council; but they were informed that the new rules about to be issued would not extend beyond alterations rendered necessary by the County Courts Act, 1888. The Lord Chancellor replied that, though he could not delay the issue of the rules under the Act of 1888, that fact would not prejudice the

careful consideration by his lordship and the Rule Committee of the recommendations of the council, or the amending of the rules to the extent which that consideration might lead his lordship to approve. The council, in their report for the present year, stated that they were still in communication with the Lord Chancellor and the secretary of the County Court Commission, and they expected that the Rule Committee of County Court Judges would shortly meet some representatives from the council for the purpose of discussing the points in the rules which the council considered to require amendment. It will be seen, therefore, that the conference to which we have referred is the result of the long-sustained efforts of the council, and we hope that it will be productive of satisfactory results.

A CASE OF *Re Scott*, recently decided by Mr. Justice NORTH (*ante*, p. 70), reveals a curious blot in the Infant's Settlement Act (18 & 19 Vict. c. 43). Section 1 of the Act empowers an infant, with the sanction of the court, to make, upon or in contemplation of marriage, a valid settlement of all or any part of his property, or property over which he has any power of appointment. And section 2 provides that "in case any appointment under a power of appointment, or any disentailing assurance, shall have been executed by any infant tenant in tail under the provisions of this Act, and such infant shall afterwards die under age, such appointment or disentailing assurance shall thereupon become absolutely void." The result of reading this section literally would be, that, if an infant who was the donee of a power of appointment over a trust fund of £100,000 happened also to be tenant in tail of one close of land, and he made a settlement under the provisions of the Act by exercising the power, and afterwards died under age, the settlement would become absolutely void, whereas if he had only the power of appointment the settlement would remain valid, notwithstanding his death under twenty-one. This is an absurd result, and it can scarcely be supposed that it was foreseen by the framer of the section. In *Re Scott* an infant, who had a general power of appointment over a fund, made a settlement under the Act by exercising the power, and then died under twenty-one. Mr. Justice NORTH was asked to hold that, under these circumstances, the settlement was made void by section 2. The absurdity of a literal construction of the section was pointed out, and it was suggested that some words had been accidentally omitted, and that they might be implied—that the section should be read as if it had run "executed by any infant or infant tenant in tail," (implying the words in italics) or simply "executed by any infant," omitting the words "tenant in tail." Mr. Justice NORTH, however, declined thus to alter the words, and said that he thought the section must be taken to mean what it said, and that it applied only to an infant tenant in tail. Unless, therefore, the Legislature can be induced to amend the Act, this singular anomaly will remain.

VARIETY is a good thing in its way, but there are domains in which it is out of place. It is not desirable, for example, to have one practice prevailing in the High Court in London and a different practice prevailing on the same point in the district registries. And yet, if we are correctly informed, such a diversity of practice has, in fact, existed for the last ten years on the following important point:—A plaintiff sues several—let us say four—defendants for debt. He serves two of them with the writ, but cannot find the other two. The two who are served make default in appearance. At the Central Office, in London, the practice is to allow the plaintiff to sign final judgment and issue execution against the two defendants in default, without prejudice to his right to subsequently serve the other two defendants with the writ, and prosecute the action against them. So long as any part of the claim remains unsatisfied, the plaintiff is entitled, without any restriction, to proceed with the action against each one of the defendants. In one of the largest of our district registries the practice, we are informed, is different. There, when the two defendants served make default in appearance, the plaintiff can only sign judgment against

them by abandoning his action against the other two whom he has been unable to serve. He must wait for his judgment until all are in default, or until some are in default and the rest have appeared, or until all have appeared and become liable to judgment. If he is not willing to do this, but insists on taking his judgment against the only two defendants who have been served and are in default, he is taken to have waived his claim against the others. The injustice to a plaintiff of such a practice as this is too obvious to call for arguments in proof of it. The point of interest is contained in the fact that such a practice has prevailed for years in an important district registry of the High Court.

THERE IS ALWAYS a reason for everything, and the growth of the above excrescence on the practice of the court has probably been occasioned by a literal application of R. S. C., ord. 13, r. 4, without knowledge of the practice which has been established since the amalgamation of the Common Law Divisions in 1880. The rule provides that where there are several defendants in an action for debt "of whom one or more appear to the writ or others of them fail to appear, the plaintiff may enter final judgment . . . against such as have not appeared, and may issue execution upon such judgment without prejudice to his right to proceed with the action against such as have appeared." The rule only provides for cases where all the defendants have been served, and some are in default, and the rest have appeared, and, therefore, it enables the plaintiff, after taking his judgment against those in default, to proceed only against "those who have appeared." The rule is merely a reproduction, with alterations, of the Common Law Procedure Act, 1852, s. 33, and the omission of that section to provide for cases where some of the defendants have not been served, gave rise to a divergence in practice between the courts of common law, precisely similar to that which we have pointed out as at present existing between the Central Office and a certain district registry. It would be interesting to know how it came about that the district registry in question followed the practice of the Courts of Common Pleas and Exchequer, while the Central Office adopted that of the Court of Queen's Bench.

NOW THAT the promotion of Lord Justice KAY to the Court of Appeal has relieved him of the responsibility of exercising—occasionally in a manner characterized not merely by the absence of any "craven scruple of thinking too precisely on the event," but also by the presence of language which may be described as being "both painful and free"—his discretion as to costs, he must regard with some satisfaction the strenuous, but unavailing, attempts which are made to induce the Court of Appeal to review his decisions. In *Thorold v. Thorold*, which was before Court of Appeal No. 2 last week, the appellant, who was the legatee of a legacy charged on real estate, had in 1880 obtained an order that a sum of money representing the legacy should be raised by sale or mortgage of the estate, and appointing a receiver. The receiver had continued in possession until recently, when an application by way of summons was made by a person claiming to be entitled to the estate that the receiver might be discharged and the estate handed over to the applicant on his paying the money due to the legatee. The legatee was a respondent to the summons, and appears to have raised at the hearing some objection to the application, though without filing any evidence in opposition. Mr. Justice KAY allowed the summons, and ordered the legatee to pay the costs of discharging the receiver and also the costs of the summons. The legatee appealed from this order as to costs, and claimed the benefit of the saving clause in ord. 65, r. 1, which withdraws from the discretion of the judge costs not unreasonably incurred by a mortgagee, &c. The Court of Appeal held that the appellant was not a mortgagee, but only a person who, if the money were raised by mortgage, would be entitled to the benefit of it, and they accordingly dismissed the appeal, at the same time pointedly stating that they expressed no opinion as to the propriety of the order appealed from.

WE SHALL hardly be doing our duty to our readers if we do

not call their attention to the following advertisement which appeared in the *Times* of Wednesday:—

"FIVE THOUSAND POUNDS will be paid to any solicitor who can induce a wealthy and well-disposed client to settle £20,000 on a young university graduate who wishes to proceed to the bar and a political career. Highest credentials furnished in strict confidence.—Address, &c."

We can only hope that the wealthy and well-disposed client will be forthcoming. As the terms of the proposed settlement may be expected to preclude the possibility of a quarter of the £20,000 going straight to the solicitor's pocket, we must assume that this interesting young graduate or his friends have £5,000 in hand, and want a profitable investment for it. £5,000, with the amount of brain power implied by the "highest credentials," might be supposed to be sufficient without further cash to carry the aspirant some distance at the bar, and even to smooth his way towards the coveted distinctions of political life. And if anything further is wanted, the audacity displayed in the advertisement surely testifies to powers which would make up the deficiency. But this is mere conjecture. £20,000 is £600 a year at the least, and with this amount secured—£100 more than Dean SWIFT sighed for—what young man of promise would not regard himself as a heaven-sent statesman. We shall be glad to know whether any lucky solicitor gets the £5,000.

COKE UPON LITTLETON occupies perhaps a unique position among law books. It is an authority, though not a conclusive authority, on the points of law therein laid down. It is, therefore, of importance that every case either clearly overruling or clearly confirming a proposition laid down in Co. Litt. should be reported. We have for a long time been expecting to see *Berens v. Fellowes* (35 W. R. 356) reported in the *Law Reports*. The case decides (following Litt., s. 254) that where co-heiresses take under a limitation to heirs as purchasers they take as joint tenants, and not in co-parcenary. It is difficult to understand why the learned editor of the *Law Reports* has not caused this case to be reported. Is it possible that he considers that coming legislation will shortly sweep away the whole law of real property? We venture to submit that, assuming this view to be correct, it is convenient, to say the least, to know what the existing law is, even if you intend to abolish it.

SOME DEFECTS AND PECULIARITIES OF THE ARBITRATION ACT AND RULES.

III.

THE next element of confusion in the Act and rules is due to an error of detail, which, not unnaturally, escaped the attention of the Rule Committee when they applied the rules to the new Act. Here, again, we are treating only of a minor defect, but it is one which has important bearings, not the least important of which is that its existence is confusing, and likely to lead to needless legal proceedings. The term "report" is used in the Act and rules to characterize that document in which every referee under every kind of reference embodies his decision or finding. The term is adopted without regard to the fact that there are different sorts of references, and that the decision of a referee in one sort of reference is totally different in kind and in effect from his decision in another sort of reference. The Act and rules contain separate enactments and regulations intended to refer specifically to a referee's decision in both sorts of references respectively. Yet the term "report" is used exclusively and indiscriminately, with the consequence that confusion is created, and in some instances even direct conflict, between the different provisions.

The following may be taken as an instance:—There are two kinds of references under order of court—viz., references for inquiry and report under section 13 of the Arbitration Act, and references for trial under section 14. On references under section 13, the referee, after inquiry, makes his report to the court which ordered the inquiry. This document is essentially a report, and nothing more. It may be adopted wholly or partially by the court for whose better information it is made.

On references under section 14, the referee tries the action or issue of fact, and he embodies his decision in a document which is not a "report" in any sense of the word. Prior to 1884 it might properly have been so called, because then a referee had no power to direct judgment to be entered. But the Judicature Act, 1884, s. 9, and ord. 36, r. 50, have since empowered a referee in all cases of reference for trial to direct judgment to be entered. After that power was conferred, the document embodying the decision of a referee after trial became in reality "a referee's order for judgment," and should thereupon have been so distinguished. But no such alteration has ever been made in the Rules of Court. The failure to make this distinction is answerable for such absurdities, for example, as the following:—

By R. S. C., ord. 36, r. 50, an official or special referee has the same power to *direct judgment to be entered* as a judge of the High Court.

By rules 4 and 5 of R. S. C., December, 1889, the above rule is applied to all references of every kind, whether to an official or special referee, or officer of the court, or arbitrator. Taking the words literally, this clearly includes references for inquiry and report under section 13 of the Arbitration Act, as well as references for trial under section 14. But the terms of section 13 prohibit a referee from ordering judgment to be entered in a matter referred to him for inquiry and report. Sub-section 2 of section 13 is in the following words:—

"The report of an official or special referee may be adopted wholly or partially by the court or a judge, and if so adopted may be enforced as a judgment or order to the same effect."

The conflict is direct. The rule of court gives the referee power to direct in his report that judgment be entered. The Act of Parliament provides an entirely different procedure. The report is to be made to the court, which has discretion to adopt or reject it. If adopted it may be enforced as a judgment—i.e., without a judgment being entered on it. It is needless to say that the Act lays down the proper practice, and the rule has been improperly applied.

The following is a more important error, due to the same cause. Section 15 (1) of the Arbitration Act contains certain provisions applying to "all cases of reference to an official or special referee or arbitrator under an order of the court or a judge," and sub-section (2) of the same section is as follows:—

"The report or award of any official or special referee or arbitrator on any such reference shall, unless set aside by the court or a judge, be equivalent to the verdict of a jury."

The words in sub-section (1), "all cases of reference . . . under an order" are so wide that they appear necessarily to include references by order under section 13. As a matter of fact, this particular sub-section of section 15 could never have been intended to have any such application, because it is in direct conflict with section 13 (2), which is as follows:—

"The report of an official or special referee may be adopted wholly or partially by the court or a judge, and if so adopted may be enforced as a judgment or order to the same effect."

A judge cannot adopt the verdict of a jury "wholly or partially," nor can the verdict of a jury be enforced as a judgment, though it may be embodied in one. Section 15 (2), therefore, was intended, no doubt, to apply exclusively to that kind of report which would have been more properly described as "a referee's order for judgment," the document embodying the decision of a referee after trial of an action or issue. It further applies, of course, to the award of an arbitrator on a reference, under order, of the matters in difference.

The rules under the Arbitration Act furnish another example of the misapplication of previously-existing rules to the new Act. Rule 5 of R. S. C., December, 1889, which applies ord. 36, rr. 48—55, to all references, concludes with the following proviso:

"Provided that, wherever the arbitrator is appointed otherwise than by an order of court, the provisions of rule 48 as to sitting *de die in diem* shall not apply."

The meaning of this is clear enough. With the exception specified, the whole of orders 48 to 55 are applied to references in which the arbitrator is appointed without order; references, that is, by consent under submission, out of court. Therefore, the power to direct judgment to be entered, contained in ord. 36, r. 50, which seems, by the way, to have been

bestowed on various people with lavish generosity—is extended to an arbitrator under a submission. Here again, unfortunately, the generosity is misplaced, for the rule, so applied, is in conflict with the Act. Section 12 provides that an award under a submission may “by leave of the court or a judge be enforced in the same manner as a judgment or order to the same effect.” An arbitrator under a submission could not direct any judgment to be entered, for, as we have previously pointed out, the process of entering such judgments has been abolished. And, indeed, it could hardly have been intended to give an arbitrator under a submission power to direct judgment on his award, seeing that the Act itself in specific terms reserves to the court power to give or refuse leave to enforce such award.

There are other obscurities in the rules dealing with references which require elucidation. They are of a minor kind it is true, but they are calculated to confuse. We hope, however, we have said enough to shew that some amendment of the Arbitration Act would be beneficial, and that the Rules of Court applying to it require some alteration.

We will, in conclusion, express the hope that if, and when, those rules are touched at all they will be not only revised, but rearranged. There are three main divisions into which references naturally fall. First, there are references by consent out of court; secondly, references under order for inquiry and report; thirdly, references under order for trial. The two last named have each their sub-divisions created by statute and defined by many decided cases. The main divisions are clearly distinguished in the Arbitration Act. Is it too much to hope that the Rules of Court will be made likewise to reflect and mark clearly these separate distinctive parts of this branch of procedure?

FRANCIS A. STRINGER.

THE DECISION IN *WHITBY v. MITCHELL* (38 W. R. 537, 44 Ch. D. 85).

THE current number of the *Law Quarterly Review* contains an able article by Mr. VALZEY on “Remoteness and Perpetuity” impugning this decision, in which article it is maintained that the rule against perpetuities applies to contingent remainders, and that these were not the subject of settled law much earlier than other contingent limitations. Without disparaging Mr. VALZEY’s article, and while agreeing with him in disapproving the recent decision, we think it well admits of being dealt with in a different way, and we propose to consider whether it is justified even by the authorities relied on by the Lords Justices in the above-mentioned case, and whether other weighty authorities are not contrary to the decision.

The facts of the case are as follows:—By a settlement made after marriage in pursuance of articles made before the marriage, lands were conveyed to the use of C. DENNIS, the husband, for life, with a limitation to trustees to support contingent remainders, remainder to the use of M. E. DENNIS, the wife, for life, with a like limitation to support contingent remainders, remainder “to the use of a child, grandchild, or more remote issue, or all and every or any one or more of the children, grandchildren, or more remote issue of the said C. DENNIS by the said M. E., his wife, such child, grandchildren, or more remote issue being born before any such appointment as hereinafter is mentioned shall be made to him, her, or them respectively, for such estate or estates, interest or interests, and in such parts, shares, and proportions (if more than one), and with such limitations over, such limitations over being for the benefit of some or one of the objects of this present power, and in such manner and form as the said C. DENNIS and M. E., his wife,” should by deed appoint, and in default of appointment to the use of the child or children of C. and M. E. DENNIS equally as tenants in common, and the heirs and assigns of the same child or children respectively, with a limitation over in case any of such children should die under twenty-one without leaving issue. C. and M. E. DENNIS had two children only—namely, two daughters, one of whom, E. H. DENNIS, married one BURLTON. By indenture, C. and M. E. DENNIS appointed that one moiety of the lands comprised in the settlement should, after the decease of the survivor of them, go and remain to the use of E. H. BURLTON for life for her sole and separate use, without power of anticipation, and after her decease to the use of such person or persons as she should by will or codicil appoint, and in default of appointment to the use of the children of E. H. BURLTON living at the date of that indenture, and their heirs, equally as tenants in common, with a gift over in case all such children should die under twenty-one without leaving issue.

The restraint on anticipation of the wife’s life interest for her separate use, as well as the power given to her to appoint by will,

were held void, but the ultimate limitation in default of appointment appears not to have been considered affected by the invalidity of the power of appointment (see as to this *Webb v. Sadler* (21 W. R. 394, L. R. 8 Ch. App. 419), *Williamson v. Farwell* (35 Ch. D. 128, 35 W. R. Dig. 151)). It was held that the limitation to the children living at the date of the appointment was bad—the appointment being read into the settlement—not on the ground of its infringing the rule against perpetuities (which it clearly did not), but because it infringed the rule forbidding a limitation of an estate to an unborn child for life with remainder to the children of that unborn child, that rule being considered by the court as an old common law rule arising out of the rule against double possibilities and as independent of the rule against perpetuities.

We will consider how far the authorities assigned by the court for the decision appear to support it. The earliest authority quoted from text-writers is a passage from Butler’s note to Fearn.

It seems not wholly undeserving of notice that the passage quoted by Lord Justice COTTON (Fearn, 10th ed., p. 565) in which Butler says, “The cases of a possibility upon a possibility (see *ante*, p. 251) . . . gave rise to the rule that if land is limited to an unborn person during his life, a remainder cannot be limited so as to confer an estate by purchase on that person’s issue,” occurs in a note at the end of Fearn, giving a succinct account of the rise, progress, and actual state of the law respecting the settlement or entail of real and personal property; and although we find the same rule laid down by Fearn at p. 502, where he says, “Any limitation in future, or by way of remainder, of lands of inheritance, which in its nature tends to a perpetuity, even although there be a preceding vested freehold, so as to take it out of the description of an executory devise, is by our courts considered void in its creation; as in the case of a limitation of lands in succession, first to a person *in esse*, and after his decease to his unborn children, and afterwards the children of such unborn children, this last remainder is absolutely void; . . . though a child unborn might take an estate for life as well as an estate tail, yet such estate would not extend to the issue of such child, and no estate limited to such issue, as purchasers, would be good.” Although here Fearn seems clearly to treat the rule in question as an example of the rule against perpetuities, Butler expresses no dissent from this view, except it be by his reference to the opinions of Mr. BOOTH and Mr. YORKE (2 Cas. & Op. 432). And where Fearn is treating of a possibility upon a possibility (pp. 250-252) we find no reference by the author to such a limitation as that of which we are speaking, nor yet by Butler, except in the following important note (p. 251) (the note to which at p. 565 he refers in the passage quoted by the court):—“The expression of a possibility upon a possibility, which, in the language of Lord COKE cited in this place, is never admitted by intendment of law, must not be understood in too large a sense. A remainder to the son of A. who first or alone shall attain twenty-one is so far a possibility on a possibility, as it depends for its effect on the happening of two possible events, that A. shall have an eldest or only son, and that such son may attain twenty-one; but the validity of such a remainder is unquestionable. In *Routledge v. Dorril* (2 Ves. jun. 357) a money fund was vested in trustees, in trust for the intended husband and wife for their lives successively, and, after the decease of the survivor of them, in trust for all and every the children and grandchildren or issue of the said intended marriage, in such shares and at such times as the parents or the survivor of them should appoint, and for want of such appointment, in trust for all and every the children and grandchildren or issue of the marriage, if more than one, who should be living at the decease of the surviving parent, in equal shares payable to the sons at twenty-one, and to the daughters at twenty-one or marriage. The Master of the Rolls held that it was competent to the parties to have appointed among all the issue living at the death of either the husband or the wife, whether in the first, second, or third degree; and that, so far as the power was not well executed the fund was to be divided as if no appointment had been made. Now it is evident, that, to entitle a grandchild to take under the latter trust, four events must happen—that the husband and wife should have a child, that such child should have a child, that such last-mentioned child should be alive at the decease of the survivor of his grandfather and grandmother, and that if such child were a grandson he should attain twenty-one, and if a grand-daughter attain that age or marry.” It seems an irresistible inference from this note that Butler considered that a limitation to the children of an unborn child, when so restricted as not to infringe the rule against perpetuities, does not infringe the rule against double possibilities, or the rule to which that rule gave rise. And although *Routledge v. Dorril* related to a money fund, there would obviously be no point in Butler’s thus quoting that case had he not considered the decision equally applicable to land. It is remarkable that in the judgments in this case no allusion is made to this note, notwithstanding the reference to it in the passage quoted by the court.

The next authority quoted from text-books is Burton’s Compendium, but Burton merely in effect repeats what is said by Fearn

when treating of the rule against perpetuities, and, indeed, cites *Ferne* in the margin.

The remaining text-writer referred to is the late JOSHUA WILLIAMS, and Mr. Justice KAY was content to refer only to his authority, and in this respect we respectfully say he shewed a wise discretion, as we have endeavoured to shew that the other text-writers referred to by the Court of Appeal do not support the decision.

We now come to the decided cases referred to by the court: The first is, *Hay v. Earl of Coventry* (3 Term Rep., at p. 86). COTTON, L.J., refers to what Lord KENYON said: "It is not necessary for me to say what effect that would have had in the present case, if that point"—that is, whether an estate for life could be given to unborn issue—"had remained undecided; because the law is now clearly settled that an estate for life may be limited to unborn issue, provided the deviser does not go farther and give an estate in succession to the children of such unborn issue." Upon this COTTON, L.J., is reported to have observed: "It is said that only meant that a limitation to the children of unborn issue generally, without any limit as to the time within which such children should be born, would offend against the rule of perpetuities; but in my opinion Lord KENYON was referring to the old rule against double possibilities. It is clear, in my opinion, that the rule under which Mr. Justice KAY has decided this case is a rule which judges treated as still subsisting long after the rule against perpetuities had been crystallized and laid down in definite and distinct terms." We may ask why the Lord Justice entertained the opinion that Lord KENYON was referring to the old rule against double possibilities; there is nothing to shew this in the report, and we have already pointed out that *FEARNE*, whose treatise had long been before the profession, treats the rule against a limitation to the children of an unborn person as arising out of the rule against perpetuities. We fail to see the force of the remark of the Lord Justice (as reported) that the rule was one "which judges treated as still subsisting long after the rule against perpetuities had been crystallized and laid down in definite and distinct terms," for it might be so treated with propriety at the present day; the question, however, is whether the rule we are considering is not an example of the rule against perpetuities.

The next case in order of date, though not in order of reference, is *Cole v. Sewell* (4 Dr. & War. 1). COTTON, L.J., is reported to have said, "There is a passage in Lord ST. LEONARDS' judgment in *Cole v. Sewell* in which he speaks of the rule"—that is, the rule against double possibilities—"as being obsolete, but he nowhere lays down that the rule is no longer existing. He only means that the rule is no longer necessary to be referred to because, through the introduction of shifting uses and executory devises, the law is now governed rather by the rule against perpetuities." Lord ST. LEONARDS not only spoke of the rule being obsolete, but, according to 2 Conn. & Laws, 344, at p. 360, he says:—"This rule is, however, long done away with."

The remaining case referred to by the court is *Monypenny v. Dering* (2 D. M. & G. 145). COTTON, L.J., after the passage we have quoted in connection with what Lord KENYON said, proceeds thus:—"Then, again, in *Monypenny v. Dering* (p. 170) Lord ST. LEONARDS says:—'Then the rule of law forbids the raising of successive estates by purchase to unborn children, that is, to an unborn child of an unborn child. With this rule I have never meant to interfere, for it is too well settled to be broken in upon.' The Lord Justice then proceeds:—'According to the argument addressed to us on behalf of the appellants that old rule has been superseded by the modern rule against perpetuities; but here we have Lord ST. LEONARDS treating it as still subsisting in 1852.' It appears to us a fair inference from the remarks of Lord ST. LEONARDS in *Cole v. Sewell* and *Monypenny v. Dering* that he was speaking of the rule in question as a subsisting rule resting upon the rule against perpetuities.

We now proceed to consider some authorities not referred to in the judgments of the Lords Justices. We may first observe that, although a limitation infringing the rule under consideration has been termed a possibility upon a possibility by writers of eminence, for instance, Mr. BOOTH (2 Cas. & Op. 435) and Lord ST. LEONARDS (*Sugden's Gilbert on Uses* referred to below), yet besides the tacit authority of *FEARNE* already referred to, there is the authority of the Real Property Commissioners to the contrary, for, in their 3rd report at p. 29, after quoting the instances given by COKE (2 Co. 51), they say:—"Now this has nothing restrictive of alienation in it, since both the common and double possibility must have taken effect, if at all, upon the determination of the particular estate. Indeed the existence of the rule itself may be considered as extremely doubtful." And in *Egerton v. Brownlow* (4 H. L. Cas. 1, at p. 122) Baron PARKE says:—"The old doctrine of a possibility mounted on a possibility, *Cholmley's case* (2 Rep. 50, a), cannot be any longer considered as in force after Lord NOTTINGHAM'S judgment in the *Duke of Norfolk's case* (3 Chan. Cas. 1, 29) and the establishment of a definite rule against perpetuities. The case in which grants to non-existing corporations or individuals by a particular name have been held void is to be explained on the ground that gifts to persons, *tantum in esse*, are void for want of proper objects." PRESTON takes the same view of the doctrine: see 1 Abet., pp. 128, 129.

If such a limitation as that in question is bad as a possibility upon a possibility, upon what ground is a limitation to the unborn child of an unborn child good where it occurs after a limitation to the latter of an estate tail special? Yet PRESTON, after saying (2 Abet., p. 114) "a remainder may be too remote and void because it is limited to the children of a person unborn, and to whom a prior estate for life is limited," says (at p. 170), "It should seem that estates may be limited to the unborn child of an unborn child if the child in the first degree takes a special estate tail, since there is not any danger of a perpetuity" (citing *Nicolls v. Sheffield*, 2 Bro. C. C. 215). It seems quite intelligible that such a limitation as last mentioned should be exempt from the rule against perpetuities on account of its destructibility by the tenant in tail, yet it does not seem equally so that this destructibility should exempt from such a rule as that against double possibilities.

We now proceed to some authorities not referred to by the court. In the 4th edition of *Ferne* (vol. 2) on *Executory Devises*, edited in 1795 by Powell, there is a long note by the editor on the text at p. 502 quoted above, and in that note this passage occurs:—"The only criterion by which the validity of limitations of this kind [he is speaking of a remainder after an estate for life to a person not *in esse*], whether effected by a direct limitation of a use, or through the medium of a power, are to be measured, in respect of their being or not being too remote, seems to be their tendency or non-tendency to a perpetuity; every limitation of property is admissible by the law of England, however capricious, if it be free from the imputation of tending to a perpetuity." Here there is no mention of double possibilities. We may mention, as very important, that in Powell's note, just referred to, *Routledge v. Dorril* is fully noticed (as it is by Butler), and evidently treated as applicable to real estate as well as personality.

In *Sugden's Gilbert on Uses* we find in *Sugden's note* (p. 260) the following:—"A perpetuity may, at this day, be described to be such a limitation of property as renders it inalienable beyond the period allowed by law. . . . Originally when estates took effect only in possession, or by way of remainder—that is, on the natural expiration of the preceding estates—no question of perpetuity ever arose, although even then estates could not be limited to an unborn child for life, with remainder to his child for life, on the ground that such a limitation was a possibility upon a possibility, which the law would not expect. In truth this formidable rule appears to have been, in this instance, nothing different to the present rule against perpetuities." Surely when *Sugden* uses the past tense here he regards the rule as to a possibility upon a possibility so far as respects the limitations referred to as superseded by the rule against perpetuities.

JARMAN and the late W. D. LEWIS also take the view that the invalidity of a limitation to a child of an unborn tenant for life rests on the rule against perpetuities, treating it at the same time as clear that such a limitation is good if properly restricted within the rule against perpetuities (1 Jarm. Wills, 1st ed., 240, 248, 249; Lewis on Perp. 419).

In *Egerton v. Brownlow* (4 H. L. Cas. 1, at p. 54) the law peers, in reference to objections based on the rule against double possibilities, observed as follows:—Lord ST. LEONARDS: "A devise to the son of a son, living the grandfather, would be good." The Lord Chancellor (Lord CRANWORTH): "A devise to a man with remainder to his first son is good, why not to a man with remainder to his first son who is christened GEORGE?" Lord BROUGHAM: "A devise to A. B., a bachelor, on his having a son who marries. In that case there are four possibilities. A. B. may not marry, he may not have a son, the son may not live to be old enough to marry, or if old enough he may not marry; yet the devise would be good." Lord LYNDEHURST: "There is nothing in the point." And in the same case (p. 43) counsel said:—"There might be a limitation to the first grandson of A. who should be born during the lifetime of A., and that limitation would be good, though it is clearly a possibility upon a possibility," on which Lord ST. LEONARDS observed: "But then there is a limitation as to time—namely, the lifetime of A." In the case here put it is obviously inferred that A.'s son is unborn, and it is surely immaterial that A.'s son takes a preceding life estate.

The last case we will refer to, which, indeed, was cited to the court, as well as before KAY, J., is *Cutlin v. Brown* (11 Haro, 372) where (at p. 375) WOOD, V.C., says: "The rule is stated in the able argument of Mr. PRESTON in *Mogg v. Mogg* (1 Mer. 654, see p. 664); he says: 'A gift to an unborn child for life is good if it stops there; but if a remainder is added to his children or issue as purchasers, it is not good, unless there be a limitation of the time within which it is to take effect.' That is, I think, a perfectly accurate statement of the law which I am to apply to this case." See also 2 Prest. Abet. 167, 168.

Our conclusion is that, of the authorities relied on by the Court of Appeal, only that of JOSHUA WILLIAMS tends distinctly to support the decision, while there are other authorities to the contrary, and it appears to us by no means evident that the rule said by JOSHUA WILLIAMS to be derived from the rule against double possibilities is less capable of qualification although so derived than if supposed to be an example of, or derived from, the rule against perpetuities, for in the latter case it is found stated without qualification, as for instance

in the passage above quoted from Fearn, and see 1 Jarm. (1st ed.) p. 240.

REVIEWS.

STAMP DUTIES.

A DIGEST OF THE LAW RELATING TO STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS, COMPOSITION FOR STAMP DUTIES, AND COMPANIES' CAPITAL DUTY: CONTAINING THE STATUTES, A SUMMARY OF CASES, NOTES OF PRACTICE, AND TABLES OF EXEMPTIONS. By E. N. ALPE, Barrister-at-Law, of the Inland Revenue Department, Somerset House. Richard Jordan.

This seems to us to be a carefully-prepared and valuable work. Mr. Griffiths' digest, after reaching an eighth edition in 1880, and being supplemented by a digest of the alterations made in 1880 and 1881, has not, so far as we are aware, been since reissued. Most practitioners can testify to the value of that work, but the changes since 1881 have necessitated large MS. additions in the narrow margins. Mr. Alpe's book seems to combine the merits of Griffiths with other merits of its own. The notes on the practice of the Inland Revenue Office are more numerous than those in the older book, and, from Mr. Alpe's official position, they may no doubt be relied on as accurate. The cases are carefully collected, and their effect is stated very concisely; and the practitioner has here, in a handy volume, the legislative provisions down to October last.

We are not quite satisfied with regard to all the heads under which the new legislation is entered up; for instance, it seems to us that the reader would naturally look for the provisions of section 15 of the Revenue Act, 1889, under the head of "Agreement," whereas it is placed under the head of "Conveyance." There is, however, no fault to be found with the explanations given of the effect of the section as construed by Somerset House.

With regard to the duty on equitable mortgages under hand, imposed by 51 & 52 Vict. c. 8, it is usefully pointed out in a note (p. 175) that these instruments now stand on an independent footing; and if an equitable mortgage liable to the 1s. per cent. duty is followed by a legal mortgage, the latter is chargeable with 2s. 6d. per cent., but the transfer and reconveyance duties are applicable to the equitable mortgage under hand. Under the head of "Reconveyance," we think it would have been useful if the author had drawn special attention to the fact that the 6d. per cent. duty is payable on "the total amount of the money at any time secured." The wording of the schedule to the Stamp Act, 1870, is, of course, clear enough, but it is astonishing how often in practice it is overlooked. It would be useful, also, to have the official view as to what constitutes a new mortgage for the purpose of the reconveyance stamp. Does a transfer of a largely diminished debt, with a small further advance, containing a new covenant for payment and a new proviso for redemption, constitute a new mortgage for that purpose?

One of the provisions of the Stamp Act, 1870, which occasions the most difficulty in practice is section 8, relating to "several distinct matters." The author says (p. 11) that "if an instrument chargeable with a specific duty has an operation not accessory to the effectuation of the object in respect of which it is primarily chargeable, and not specifically charged, it must be stamped with a further duty of 10s. as a deed if under seal, or 6d. if under hand only." But the difficulty is in knowing whether the operation is or is not "accessory to the effectuation of the object in respect of which" the instrument is primarily chargeable. So far as our experience and information goes, the Somerset House authorities give a liberal interpretation to the provision, and hold that a provision which may by possibility be accessory to the effectuation of the object is covered by the duty primarily chargeable. Mr. Alpe collects the cases, and gives also some "assessments of common occurrence in practice" which are tolerably well known. But we would suggest that in a subsequent edition it would be convenient to have the instances of assessment considerably added to, and the explanation of principle above cited considerably developed.

Of course, the accuracy of a book of this kind can only be vouched for after extended use in practice, but, so far as we can ascertain—and we have tested it on many points—the book is likely to stand this ordeal. The type is excellent, and there is a good index.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1890-91. BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNBY, B.A., a Chief Clerk of Mr. Justice Chitty; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

There is no need to introduce the new issue of this work to a large

section of our readers; every member of the bar, in practice, and every London solicitor, at all events, finds the last edition of the Annual Practice a necessity. For some little time, we shall have the clean and spotless white covers adorning every court and all the chambers in place of the soiled linen of last year's issue. We may at once say, as the result of a preliminary canter through the book, that the monopoly of the field has had no effect on the care and diligence of the editors. There are, naturally, here and there slight inaccuracies—for instance, at p. 79 there is a reference to "section 31 of the Bankruptcy Act," which should have added to it "1869, see now section 37 of the Bankruptcy Act, 1883," but on the whole there is most praiseworthy accuracy. With regard to the Arbitration Act, 1889, the notes on arbitration have been recast, and are now, as far as possible, arranged under the sections of the Act to which they relate. We naturally turned to the much debated section 5 of the Judicature Act, 1890; but here our cautious editors are too wise to commit themselves to a definite opinion. All they venture on is a "*Semble*—That in the absence of any provision by rule or statute, all costs are now in discretion of court." The soundness of the "*semble*" cannot be gainsaid.

LUNACY.

A TREATISE ON THE LAW AND PRACTICE OF LUNACY, COMPRISING AS WELL THE CARE AND CUSTODY OF LUNATICS BY THE CROWN AS THE RELATION OF INSANITY TO THE CIVIL AND CRIMINAL LAW, AND THE LAW OF EVIDENCE IN REGARD TO INSANITY. WITH AN APPENDIX CONTAINING THE SECTIONS OF THE LUNACY ACT, 1890, RELATING TO LUNATICS UNDER THE CARE AND CUSTODY OF THE JUDGE IN LUNACY, THE RULES IN LUNACY, AND AN INDEX OF PRECEDENTS AND FORMS. By H. M. R. POPE, M.A., Barrister-at-Law. SECOND EDITION. By J. H. BOOME and V. DE S. FOWLE, Barristers-at-Law. Sweet & Maxwell (Limited).

The object of this book is primarily to expound the law with regard to lunatics so found by inquisition and the management and administration of their estates. Consequently the present edition does not shew the same marks of alteration that recent legislation would have rendered necessary had its scope been more general. With regard to the matters just named, the Lunacy Act, 1890, is chiefly one of consolidation, and, though the changes made in the law have been carefully incorporated, the general plan of the book remains the same. Moreover, in making as little alteration as possible, the editors have acted wisely. The book, as it originally left Mr. Pope's hands, was too well done to be lightly meddled with, and it had other merits besides accuracy of law. Take, for instance, the description, at p. 158, of the management by the court of a lunatic's estate: "The general management is that of a man tentative and unadventurous; open-handed, to avoid probable loss; sparing, to make possible gain; supremely concerned for his own comfort, and disregarding of the interests and expectations of others; finally, so absolutely satisfied with the existing condition and probable destination of his property, that nothing but his own comfort will induce him to change either." It is not every law book that gives us touches of this kind. Since the recent Act it was obviously necessary to have a new edition of the work, and the editors are to be congratulated on having adjusted the former one to the existing law without sacrificing any of its old merits.

LEGAL DIARIES.

WATERLOW BROTHERS & LAYTON'S LEGAL DIARY AND ALMANAC FOR 1891. Waterlow Brothers & Layton (Limited).

This well-known annual presents this year some new features of considerable importance. The diary portion is separately numbered and supplied with an index, by means of which reference to any name or matter noted in the diary will be greatly facilitated. And, in addition to the usual registers of "Moneys to Lend," "Moneys Wanted," and "Mortgages," a register has been added, first, of "Fire Insurance Premiums," with columns for name of office, due dates, and dates of payment, with a statement at the head of the latter of the last days allowed for payment; and, secondly, of "Rents Due," with columns for name of tenant, amount due, and date of payment. These are valuable additions, and, with the excellent paper and the abundant information following the diary, ought to increase the popularity of the work.

THE LAWYERS' COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1891. Edited by J. TRISTRAM, LL.M., Barrister-at-Law. FORTY-FIFTH ANNUAL ISSUE. Stevens & Sons (Limited).

In addition to the usual features of this excellent diary, the provisions of the Judicature Act, 1890, the Intestates Estates Act, 1890, and the legislation of 1890 as to stamps are given. The lists of members of the bar and town and country solicitors are characterized by the usual completeness and ease of reference.

CASES OF THE WEEK.

Court of Appeal.

Re PATRICK, BILLS v. TATHAM—No. 2, 3rd December.

VOLUNTARY SETTLEMENT—ASSIGNMENT OF DEBTS TO TRUSTEES—SUBSEQUENT RECEIPT OF DEBTS BY SETTLOR—RIGHT OF PROOF IN ADMINISTRATION OF ESTATE OF SETTLOR.

This was an appeal against a decision of Kekewich, J., the question being whether the beneficiaries under a voluntary settlement executed by an intestate were entitled, as against his estate, to have made good the amount of four debts which were comprised in the settlement, he having, after the date of the settlement, and before his death, received the debts from the persons by whom they were due to him. The intestate, on August 11, 1873, executed a voluntary settlement in favour of his wife, his own sister, and two sisters of his wife. By this deed he assigned to two trustees a leasehold house and some other property (including the four debts), to be held by them upon the trusts therein declared. The deed contained a recital that the settlor was "entitled to the several principal sums of money specified in the schedule hereto, and due and owing to him respectively on the securities in such schedule also specified, together with interest thereon respectively." And the deed contained an assignment to the trustees of "all those the several principal sums of money specified in the schedule hereto as owing to the settlor, and all interest due and to grow due thereon respectively, and all the estate and interest of the settlor therein, together with power for the trustees to sue and give receipts for the principal sums thereinbefore assigned, or any of them, and all interest thereon respectively, in the name or names of the settlor, his executors, administrators, and assigns." The first trust declared was "to sell, call in, or convert into money the said trust premises," "and for the purposes aforesaid, or any of them, to execute and do all such assurances and things as shall be expedient." The deed did not contain any express assignment to the trustees of the securities for the four debts. The security was in each case a registered bill of sale of goods and chattels of the debtor. The schedule to the deed stated the amount of each of the four debts, the name of the debtor by whom it was due, and the date of the bill of sale by which it was secured. The settlor died on the 29th of September, 1888, intestate. He had before his death received from the debtors the four debts. The action was brought by some of the beneficiaries against the trustees and the administratrix for the administration of the estate of the intestate and the execution of the trusts of the settlement. Kekewich, J., held that the four debts were validly assigned by the settlement, and that they became subject to the trusts thereof.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) affirmed the decision. LINDLEY, L.J., said it was not contested that the debts in question had been got in by the settlor after the execution of the settlement, and that the object and effect of the order appealed from were to render the settlor's estate liable to make good the amount of the debts assigned for the benefit of the persons claiming under the trusts of the settlement. This, however, was not stated in terms in the order appealed from. The appeal raised two questions—viz.: (1) Whether the debts referred to were so completely assigned by the settlement that the assignees of them could have recovered them from the persons who owed them to the settlor without any further assistance from him; (2) whether the settlor, having himself got them in, was liable to make good to the trustees of the settlement the amount received by him. The first question turned on the true construction of the settlement. The debts assigned were all specialty debts, and were all secured debts. They were secured on goods and chattels, and by registered bills of sale assigning them to the settlor. There was no evidence to shew whether the settlor ever took possession of the goods or not. The redemption clauses were to the effect that, on repayment of the money due, the bills of sale should be void. No reassignment by deed was contemplated, nor would any such reassignment be necessary. If the grantee of the goods had them, he would have to re-deliver them to the grantor, but, if the grantor had them, no deed and no delivery would be necessary to re-vest the goods in him when he paid off the debt secured upon them. The settlement must be read so as to carry out, and not to defeat, the intention of the settlor, and although the settlement did not in terms assign either the bills of sale or the goods, it directed the trustees to get in the debts, and it empowered them to do whatever was necessary for that purpose. Under these wide words the trustees could, put in force, either in the name of the settlor, or, if necessary, in their own names, all or any of the powers contained in the bills of sale, and could do whatever might be necessary to re-vest the goods in their respective grantors on payment off of the moneys due on their respective securities. Indeed, if it were necessary to imply an assignment to the trustees of the bills of sale and of the goods comprised in them, the learned judge was by no means sure that it would be going too far to imply such an assignment. Be this as it may, in his opinion the settlement amounted to a complete, and not to an incomplete, assignment of the debts mentioned in the schedule to it, within the principle of *Kekewich v. Manning* (1 De G. M. & G. 176), which was the leading case on this subject. The fact that notice of the assignment was not given to the debtors did not render the gift incomplete. See *Fortescue v. Barnett* (3 M. & K. 36); *Donaldson v. Donaldson* (Kay, 711). If once the conclusion was arrived at that the assignment of the debts was complete, and not incomplete, it followed that the settlor, having got in the debts himself, was accountable to the trustees of the settlement for the amount he so got in. This was decided in *Fortescue v. Barnett*. There was no question here of following trust money, and the right of the plaintiffs was only to rank as creditors against the

estate of the deceased for the amount of the debts he got in, but the order appealed from ought to be so worded as to establish this liability, and some words must be inserted to supply this omission. Before parting with the case it would be right to say a few words with reference to *Woodford v. Charnley* (28 Beav. 96), and *Bizzev v. Flight* (24 W. R. 957). In those cases the assignment of the debts was held not complete. The legal estate in the land on which the debts were charged was not conveyed to the assignees of the debts, nor had those assignees any power of disposing of the land. No such powers were conferred on the assignees of the debts as in the case before the court. When it became necessary to reconsider those cases, it would be well to do so in connection with some decisions at law, which shew that the assignor of a debt is liable to be sued at law by the assignee, if the assignor himself defeats his own assignment by getting in or releasing the debt assigned. See *Gerard v. Lewis* (L. R. 2 C. P. 305), *Aulton v. Atkins* (18 C. B. 249). The present case (said the learned judge) was not discussed from this point of view, and I do not, therefore, pursue it. But, if the settlor could have been sued at law by the trustees of the settlement for the amount of the debts got in by him, it follows that his estate is liable in equity also for the same amount, on grounds quite distinct from those which were discussed at the bar and have been dealt with in the earlier part of this judgment. See *Fletcher v. Fletcher* (4 Hare, 67). The order appealed from will be made complete by adding words to the effect which I have already indicated. BOWEN and FRY, L.JJ., concurred, each of them reserving his opinion on the question whether the settlor could have been sued at law by the trustees of the settlement after he had got in the debts.—COUNSEL, *Crackanthorpe, Q.C.*, and *A. Whitaker*; *Warrington, Q.C.*, and *E. Ford*; *Swinfen Eady*. SOLICITORS, *Shelton Crickett*; *G. B. Crook*; *A. F. Coe*.

High Court—Chancery Division.

BURN v. THE LONDON AND SOUTH WALES COAL CO.—North, J., 28th November.

COMPANY—RIGHT OF DIRECTOR OR MEMBER TO INSPECT DOCUMENTS—MORTGAGOR—CONVEYANCING ACT, 1881, s. 16.

A question arose in this case as to the right to inspect documents belonging to a company. The plaintiff was a director of the London and South Wales Coal Co. He was also a member of another company, called the Risca Investment Co. Both companies were defendants to the action. The Risca Co. was founded in 1881, simply for the purpose of acquiring debentures issued by the South Wales Co. The South Wales Co. had issued two sets of debentures, and the Risca Co. had acquired the whole of them, and its capital consisted solely of those debentures. The Risca Co. had no directors, and the articles of association provided that it should be managed by general meetings of the members. The two companies had the same solicitor, and in his character as solicitor for the Risca Co. he had in his possession two trust deeds, executed to secure the two sets of debentures. These deeds were executed before 1881. He had also in his possession a deed, executed in 1890 by both the companies, modifying in some respects the terms of the debentures, and some other documents relating to the debentures. By the action the plaintiff, as a director of the South Wales Co., claimed the right to inspect and take copies of the documents which were in the possession of the solicitor on behalf of that company, and as a member of the Risca Co. the plaintiff claimed the right to inspect and take copies of the documents which the solicitor held on behalf of that company. The plaintiffs' co-directors of the South Wales Co. had refused to allow him to inspect the documents belonging to that company.

NORTH, J., held that as a director the plaintiff was entitled to inspect the documents of the South Wales Co., and that this right of a director did not exist only at board meetings. If a company had no confidence in their directors, their proper course was to remove them from their office. But, as a member of the Risca Co., notwithstanding the peculiar constitution of the company, his lordship held that the plaintiff had no such right of inspecting their documents. The only way in which he could obtain inspection of their documents would be by means of the right of inspection given to the South Wales Co. as mortgagors by section 16 of the Conveyancing Act, 1881, and that section did not apply to the deeds executed before 1881.—COUNSEL, *Coxens-Hardy, Q.C.*, and *Grosvenor Woods*; *Napier Higgins, Q.C.*, and *A. Young*; *Everitt, Q.C.*, and *A. C. Eddis*. SOLICITORS, *Snell, Son, & Greenip*; *Flux & Co.*

Re THE BRIDGEWATER NAVIGATION CO. (LIM.)—North, J., 3rd December.

COMPANY—WINDING UP—DISTRIBUTION OF ASSETS—RESERVED FUND—ORDINARY AND PREFERENCE SHAREHOLDERS.

The question in this case was how certain assets of the company, which was in liquidation (by reason of its undertaking having been purchased by the Manchester Ship Canal Co. under their statutory powers), were to be distributed among the shareholders, there being two classes—ordinary shareholders and preference shareholders. A question had previously arisen as to the distribution between the same classes of the purchase-money paid by the Ship Canal Co., and in *Birch v. Cropper* (14 App. Cas. 525) the House of Lords decided that the ultimate surplus (after refunding the paid-up capital) was distributable in proportion to the nominal amounts of the shares, including what was unpaid upon them. The questions now raised were—first, whether the ordinary shareholders were entitled to be paid a dividend out of the current profits for the broken period of the year 1887 down to the 4th of August (the date at which the purchase took effect); secondly, whether they were entitled to have considered as divisible profit certain sums of the nature of reserve funds; and thirdly, whether they

were entitled to have recouped certain sums which in the past had been applied by the directors out of income, and which, it was alleged, had really been expended for capital purposes. The sums in the nature of reserve funds amounted in all to £43,500. They comprised a depreciation of steamers' fund, an insurance fund "to cover risks on the Mersey," and a "canal improvement fund." The latter fund was appropriated for purposes none of which had been carried out, and which had become unnecessary by reason of the sale of the undertaking to the Ship Canal Co. The articles of association of the Bridgewater Co. provided, by clause 92, that no dividend should be paid except out of the profits of the company arising from the business of the company as shewn upon the balance-sheet, which should from time to time have been examined and passed by the auditor. Clause 93 gave the board of directors power, in priority to any dividend, to set aside out of the profits of the company a reserve fund for effecting purchases, redeeming mortgages, and other objects usual for a reserve fund. Clause 94 provided that, subject to the last preceding article, the entire net profits of each year should belong to the holders of the ordinary shares; and that the board might thereout, with the sanction of the company in general meeting, declare a dividend to be payable on those shares in proportion to the amounts paid up thereon.

NORTH, J., was of opinion that the questions now raised were not concluded by *Birch v. Cropper*. With respect to the current profits, he was of opinion that the ordinary shareholders were entitled to an inquiry what the profits were at the time when the sale to the Ship Canal Co. became effective—that is, for a broken period of about seven months; and that, notwithstanding that the provisions of the articles as to the making of a balance-sheet at the end of the year, which was to be certified by an auditor, could not now be complied with, the profits could be ascertained. With respect to the suggested inquiry as to what sums out of profits had been in past time applied by the directors to capital expenditure, he was of opinion that the ordinary shareholders were not entitled to such an inquiry. Neither the officers of the court nor any one else could possibly answer such an inquiry. The directors in the exercise of their discretion had determined what funds should be applied to the expenditure which they thought desirable. In such companies as this the question whether certain expenditure should be met by the application of capital or income would depend on the circumstances of the particular year in which it was made. In a year in which the profits were not sufficient to give a large dividend the directors would be less likely to provide for expenditure of this matter out of income than if the profits were larger. As to the depreciation fund and the insurance fund, his lordship thought that they both formed part of the general property of the company, in which all the members were entitled to share. In a smaller concern the sums which had created the insurance fund would have been paid away to underwriters and would never have come into profits at all. The improvement fund had been taken out of profits for a purpose which had become unnecessary, and it ought, he thought, to revert to the account of profits which belonged to the ordinary shareholders.—COUNSEL, *Napier Higgins, Q.C.*, and *S. A. Sampson; Coseno-Hardy, Q.C.*, and *O. Leigh Clare; Buckley, Q.C.*, and *Sicfin Eady*. SOLICITORS, *Cumtiffes & Davenport; Burgess & Coseno*.

NELSON v. WORSSAM—Stirling, J., 28th November.

PRACTICE—CONTEMPT—MOTION TO COMMIT—PERSONAL SERVICE OF NOTICE OF MOTION.

In this case a motion to commit the defendant for breach of an undertaking given by his counsel to the vacation judge was resisted on the ground that the notice of motion had not been personally served, and that the right to take this objection had been expressly reserved, though the defendant had filed an affidavit replying to the substance of the charge against him.

STIRLING, J., referred to the case of *Ellerton v. Thirk* (1 Jac. & W. 376), following *Angerstein v. Hunt* (6 Ves. 488), and declined to depart from the practice there laid down by Lord Eldon, that personal service was necessary, though in this case it was the merest formality. He ordered the motion to stand over for a week to allow personal notice to be served.—COUNSEL, *Buckley, Q.C.*, and *Nelson; Oswald*. SOLICITORS, *Lowless & Co.; A. J. Harman*.

High Court—Queen's Bench Division.

REG. v. COL. BYRDE AND OTHERS (Justices) AND THE PONTYPOOL GAS CO.—17th and 20th November.

JUSTICES—DISCRETION—MANDAMUS—DISMISSAL OF SUMMONS—REFUSAL TO ISSUE SECOND SUMMONS.

Rule for a *mandamus* to the justices of Monmouthshire to hear and determine the matter for the issuing of a summons. The Pontypool Gas and Water Co. had obtained, in the year 1873, an Act of Parliament called the Pontypool Gas and Water Act, 1873, and by section 47 of this Act the company were within two years and six months after the passing of the Act (the 26th of May, 1873) to complete, to the satisfaction of the Board of Trade, a certain reservoir, and if the company should fail within that period to complete the reservoir, "then the company shall be liable to a penalty of twenty pounds a week for every week after the expiration of the period so limited until the said reservoir is completed as aforesaid." In the year 1880 the plaintiff had issued a summons for penalties under the section against the company, the reservoir being still uncompleted; but on the hearing of the summons the justices were of opinion that the offence created by the section was not a continuing one, and that the right to the penalties began to run from the date of the default—that is, the 26th of November, 1875, and that, therefore, the

plaintiff's right was barred by the six months' limitation in section 11 of 11 & 12 Vict. c. 43. They accordingly dismissed the summons as being out of time, but they offered to state a case, which the plaintiff declined. The plaintiff subsequently brought an action for the penalties, but judgment was given against him in this action on the ground that, the claim being one for penalties, an action was not the appropriate remedy, and this decision against the plaintiff was upheld by the Court of Appeal and the House of Lords. The plaintiff then, in May, 1890, applied to the justices to issue another summons, but they refused to entertain the matter at all, on the ground that they had already, on the former occasion in 1880, disposed of the whole matter, and that they had no jurisdiction in the matter, and they refused to issue a summons. The reservoir, it seemed, was still uncompleted, and the section was still in force until July, 1890, when it was repealed by an Act of Parliament. The plaintiff obtained the present rule for a *mandamus* directed to the justices to hear and determine his application for a summons.

The judgment of THE COURT (STEPHEN and WILLIAMS, JJ.) was read by WILLIAMS, J. We are of opinion that this rule must be made absolute. The ground upon which the justices refused the summons was that a summons for an offence of the same nature had been taken out by the present prosecutor in 1880, and dismissed on the ground that the offence alleged had been completed more than six months before the date of the summons, and that therefore they had no jurisdiction to go into the matter again. It appears from the affidavit of the clerk to the justices that after the hearing of the complaint in 1880, the justices, at the instance of the prosecutor, consented to state a case for the opinion of the court, raising the question whether the non-completion of the reservoir at the time limited by the Act was an offence which was complete at that date, a date more than six months before the date of the summons, or whether it was an offence continuing in each week that the non-completion continued. It further appeared that the prosecutor failed to take up that case, and thus acquiesced in the validity of the decision of the justices. The question, then, which we have now to decide is, whether that previous decision was a sufficient ground for the refusal of the justices to issue the present summons. Now, generally speaking, if on application for a summons for an indictable offence the justices have heard and determined the application, and, on the merits, have declined to grant it, the court will not grant a *mandamus* to compel them to review their decision. *Scus*, if they have refused to hear the application, or if, after hearing, have refused to grant it from a mistaken view of their duty, amounting to a declining of jurisdiction: *Reg. v. Fancett* (19 L. J. N. S. 396). The justices, however, must have declined jurisdiction. This court cannot review the discretion of justices if they have really and *bona fide* exercised that discretion, although the judgment of the justices may be wrong in law or in fact as to whether a legal offence has been made out. This seems to be the result of the decisions, and in particular of *Reg. v. Adamson* (24 W. R. 250, 1 Q. B. D. 201) and *Ex parte Lewis* (37 W. R. 13). The justices may, however, it would seem, in the exercise of their discretion, refuse to issue a summons, even though there is evidence before them of an alleged indictable misdemeanour, if they consider that the issue of the summons would be vexatious or improper: see *Reg. v. Ingham* (14 Q. B. 396); the only question for the court upon the application for a *mandamus* being, have or have not the justices exercised their discretion honestly in refusing to issue the summons? In the present case, however, it appears that the justices have not exercised any discretion; they have simply declined jurisdiction. We think, further, that the justices were wrong in declining jurisdiction, and we think, therefore, that a *mandamus* must go directing them to consider the evidence and decide whether a summons ought or ought not to issue. We do not mean in any way to conclude the question as to whether a summons ought to issue, but merely to direct the justices, instead of declining jurisdiction, to hear and determine whether, upon the circumstances disclosed to them, a summons ought now to issue. Under these circumstances, the rule, as I have said, will be made absolute. Rule absolute.—COUNSEL, *Rugg; A. T. Lawrence; Esq.* SOLICITORS, *Bial, Few, & Co.; Harrison & Powell*.

HYAM (Judgment Creditor) v. FREEMAN (Judgment Debtor) (EVERETT, Garnishee)—Pollock, B., at Chambers, 1st December.

GARNISHEE ORDER—ATTACHMENT OF MONIES TO BECOME DUE TO JUDGMENT DEBTOR ON BILL OF EXCHANGE ACCEPTED BY GARNISHEE—INJUNCTION.

This was an application by a judgment creditor for a garnishee order against a person who had accepted some bills of exchange payable to the order of the judgment debtor. Hyam, on the 21st of November, 1890, recovered judgment against Freeman for £26 Ts. 10d. and costs. Everett was the acceptor of two bills of exchange, each of which was made payable to the order of Freeman. One of these bills was for £62, and was to become due on the 19th of December, 1890; the other was for £100, and was to become due on the 8th of January, 1891.

POLLOCK, B., made an order that the garnishee should pay to the judgment creditor the sum of £26 Ts. 10d. and £3 13s. 6d. for costs, but that execution to recover those amounts was not to be issued till after the 19th of December, when the sum of £62 would become payable to the judgment debtor from the garnishee as acceptor of the first bill. If that bill was negotiated by the judgment debtor before the same became due, then execution was not to issue till after the 8th of January, when the garnishee would have to pay the judgment debtor £100 upon the other bill. But the order was only to give the judgment creditor such rights as the judgment debtor would have on the 19th of December and the 8th of January in respect of the bills of exchange. An injunction was at the same time granted to restrain the judgment debtor from negotiating the bills of exchange, but the injunction was to be dissolved upon payment of the judgment debt to the judgment creditor.—SOLICITORS, *Spicer & Son*.

Solicitors' Cases.

HAYNE v. BURCHELL AND OTHERS—C. A. No. 1, 28th November.**SOLICITOR—ARTICLED CLERK—RESTRICTIVE COVENANT IN ARTICLES—ALLEGED BREACH—MEANING OF "TAKING AWAY OR DOING BUSINESS WITH CLIENTS."**

This action arose out of a dispute as to the meaning of a covenant between a solicitor in the usual form of an agreement with a clerk for serving his articles. Hayne, the plaintiff, had agreed in 1877 with the father of Charles Burchell, one of the defendants' firm, to take Charles Burchell into his office to serve his articles for five years. The articles contained the following covenant:—"That the said Charles Burchell shall not, either during the said term or at any time afterwards during the life of the said W. W. Hayne, take away any clients of the said W. W. Hayne, nor transact or do any business for them or any of them," and that if he should do so he should pay to Hayne as liquidated damages the sum of £10 for every day in which he should be engaged or concerned in practice as a solicitor in violation of any of the covenants of the said articles, and his father entered into a bond for his due observance of the same. Charles Burchell came of age in 1879, the articles ended in 1882, and in 1887 he joined the defendant firm of solicitors as partner. The plaintiff alleged breaches of the above covenant by doing business with or taking away from Hayne's firm certain persons in the position of clients of Hayne's. The action was tried before Cave, J., with a jury in Middlesex, and resulted in a verdict and judgment for the plaintiff for £150. The defendants now appealed. The defence of infancy was raised but not subsequently dealt with. Three specific cases of alleged breach of the above covenant were now brought before the court, but the main dispute turned on the construction of the words "client," "taking away," and "doing business with" in the said covenant.

Lord Esher, M.R., said that the complaint of the plaintiff was that, as he alleged, the defendant, Charles Burchell, had taken away clients from him or had done business for clients of his contrary to the articles of agreement. What was the meaning of this particular clause in the contract? First, it clearly can refer only to a person who is a client at the time during which the defendant was articulated to the plaintiff. Secondly, not "to do business for any client of Hayne's" must mean "not to act as solicitor" for such a person. This, again, can only refer to persons who were clients during the time mentioned. It cannot mean that Burchell was never to act as solicitor for any person who once had been a client of Hayne's, say ten years before Burchell was articulated. Now, what is "being a client"? Really, no one is a client for any length of time, but only for the particular business for which he retains the solicitor. But, as popularly understood, a client must here be held to mean a person who habitually employed Hayne as solicitor. Suppose such a person had previously quarrelled with Hayne, and six months after the expiration of these articles went to consult Burchell? It would be absurd to say that such a person continued to be a client of Hayne's. Therefore, "doing business with a client of Hayne's" means in this contract "acting as a solicitor for any person who, during the time of Burchell's articles, or before or after, was a person who habitually employed Hayne as solicitor and who would have employed Hayne had he not done the particular business with or retained Burchell." That is the test. But if a person who once had been a client of Hayne's had ceased to be so within the above test, there could be no breach of the covenant if such person chose to employ Burchell. [Lord Esher then applied this test to three specific cases charged, and held that in none of them had Burchell taken away or done business with a client within the above meaning.] Lopes, L.J., concurred. The meaning of "clients" must be persons who before the alleged breaches of covenant employed, and probably would have continued to employ, Hayne as solicitor but for the employment of Burchell in his stead. Kay, L.J., in concurring, said that such covenants as these restricted the common law rights of a man to exercise his trade or profession where and how he liked. In such cases the proper canon of construction was laid down by James, L.J., in *German v. Chapman* (25 W. R. 882, 7 Ch. D. 276),—namely, that restrictive words where there is any ambiguity must be construed strictly, and a plaintiff seeking the assistance of the court must bring the case within the plain meaning of the contract which he seeks to enforce. The object here, a perfectly proper one, was that the articulated clerk should not take advantage for his future benefit of knowledge and information as to clients obtained in his employer's office. The covenant meant that he was not to take away from his former employer's firm business which, but for him, would have continued to be transacted by that firm. It did not appear that he had done so in any single case cited. The fact that a person who was a client of Hayne's and also a client of the firm of Burchell during the time these articles were in force continued to bring a particular class of business to Burchell's firm after Charles Burchell had joined it could not be said to be a breach of the above covenant. The only proper test in this, as in the other cases, was that laid down by the Master of the Rolls—namely, would this particular business have been in all probability taken to Hayne had it not been for the presence of Charles Burchell in the firm? In the instance cited this particular trust business of this client had always been carried out by Burchell's firm, and it was immaterial that it continued to be so after Charles joined that firm. Appeal allowed, and judgment entered for the defendants.—COUNSEL, *Crump, Q.C.*, and *Kirk*; *Fletcher Moulton, Q.C.*, and *A. T. Lawrence*. SOLICITORS, *Vincent Chamberlain*; *Burchell & Co.*

Re THE BREAD SUPPLY ASSOCIATION (LIM.)—Kekewich, J., 2nd December.**SOLICITOR—COMPANY—AUTHORITY OF CHAIRMAN TO INSTRUCT A SOLICITOR TO ACT FOR THE COMPANY.**

In this case a provisional official liquidator had been appointed upon a

creditor's petition with the alleged consent of the company. It appeared that the solicitor who professed to act on behalf of the company was the solicitor named in the prospectus as solicitor of the company, and had usually acted for them. On this occasion he had received his instructions from the chairman of the company. On behalf of the company it was now moved to discharge the order, on the ground that they had not authorized the solicitor to appear for the company or consent. It was argued for the petitioning creditor that the company had represented that the solicitor in question was their solicitor, and could not repudiate him now.

KEKEWICH, J., said that he had made the order for the appointment of a provisional official liquidator on the express consent of the company, but he was now of opinion that the company had not given their consent. No blame attached to anybody, but the solicitor had been instructed only by the chairman of the company. The chairman of a company had no authority to give such instructions, and certainly no authority to instruct a solicitor to take the first step in an act of suicide. The consequence was that the company had not appeared or consented to the order, and the order ought not to have been made, and must now be discharged, with costs to be paid by the petitioning creditor.—COUNSEL, *Warrington, Q.C.*, and *Emden*; *Marten, Q.C.*, and *G. F. Hart*. SOLICITORS, *Kennedy, Hughes, & Kennedy*; *C. S. Gover*.

INCORPORATED LAW SOCIETY v. MARTIN—Birmingham City Police Court, 18th November.

FALSELY PRETENDING TO BE A SOLICITOR.

William Martin, of 8, Lincoln's-inn, Corporation-street, Birmingham, accountant, carrying on business as "Lee & Martin," was summoned at the instance of the Incorporated Law Society of the United Kingdom for that "he did unlawfully, wilfully, and falsely pretend to be a solicitor contrary to the statute," &c. Dr. Showell Rogers (Johnson, Barclay, Johnson, & Rogers) prosecuted, and Mr. Stubbins (instructed by Messrs. Buller, Bickley, & Cross) defended. Dr. Rogers, in opening the case, stated that the proceedings were instituted under section 12 of the Solicitors Act, 1874 (37 & 38 Vict. c. 68). The matter was taken up by the Incorporated Law Society on two grounds: to protect the public from unqualified practitioners, and to protect the legal profession, the members of which necessarily spent much time and money in order to become solicitors and to practise as such, and were therefore entitled to be protected in the exercise of their statutory rights and privileges. The facts were as follows:—The informant, Charles William Patrick, was in the employ of the Birmingham Central Tramways Co. (Limited), who were indebted to a medical man to the extent of £2 2s. The doctor placed the matter in the hands of the defendant, who was a debt collector. He was described in the Birmingham Directory as an "accountant," but his name did not appear in the list of accountants published by the Institute of Chartered Accountants, and it certainly did not appear in the *Law List*. On the 3rd of July, 1890, the tramways company received from the defendant a printed circular as follows, the particulars of the creditor's name and the amount demanded filled in in writing:—

"Lincoln's-inn, Corporation-street, Birmingham,
"July 3rd, 1890,

"Hours 10 to 4. Saturdays, 10 to 1.

"Sir,—We are instructed by Dr. P—— to apply to you for the sum of £2 2s., being the amount due to him as per account rendered, and to request a settlement of the same on or before Wednesday next.—Yours truly,

"LEE & MARTIN."

No reply being sent, the tramways company received the following further printed communication from the defendant with the same parts in writing as before:—

"Lincoln's-inn, Corporation-street, Birmingham,
"July 9th, 1890.

"Hours 10 to 4. Saturdays, 10 to 1.

"Sir,—Dr. P.'s account, £2 2s.—No notice having been taken of our last communication, we have to inform you that unless part of the amount is paid us by Wednesday next, we shall take legal proceedings against you without further delay or notice.—Yours truly,

"LEE & MARTIN."

Further correspondence followed, in which the company asked for particulars of the claim, and ultimately a cheque was sent to the doctor direct after the tramways company had consulted their solicitors. The information upon which the summons was issued was based on the letter of the 9th of July. Dr. Rogers contended that the letter, which had nothing on the face of it to shew the business or profession of the writer, indicated that the defendant wrote in the capacity of a solicitor. The language employed was such as a solicitor alone was justified in using. For section 2 of the Solicitors Act, 1843 (6 & 7 Vict. c. 73), provided that "no person shall act as a solicitor, or as such solicitor sue out any writ or process, or commence or carry on any action, suit, or other proceeding in the name of any other person or in his own name . . . unless such person shall be admitted and enrolled, and otherwise duly qualified to act as a solicitor." The defendant, in the letter in question, said "we shall take legal proceedings," &c., and "take" was equivalent to "commence." The phraseology employed was such as solicitors alone usually employ. Why, therefore, should the defendant have used a solicitor's form except to pretend that he was a solicitor? This was not a case where a man wrote for a debt due to himself, in which case the language of the demand would be unobjectionable, as any person was entitled to commence and to maintain legal proceedings in *propria persona*. The offence was that the letter was written by the defendant, on behalf of, and to recover a debt due to, a third person. Dr. Rogers referred to the following magisterial decisions under the section, not as authorities, but as a guide, shewing what had been done in cases where the facts were similar to the

present: (1883) *Yandell's case* (74 L. T. 436), (1883) *Fawkes's case* (75 L. T. 66), (1884) *Moss's case* (19 L. J. 126), (1884) *Derome's case* (*Ibid.* 776; S. C., 29 SOLICITORS' JOURNAL, 157), and (1885) *Shaw's case* (73 L. T. 188).

Charles William Patrick, the informant, then proved the facts above stated, and deposed that he believed the letters referred to were from a solicitor, and that, acting upon that belief, he had placed the matter in the hands of the tramway company's solicitors, when, on referring to the *Law List*, it was found that defendant's name was not there.

Mr. Stubbins, for the defence, stated that the defendant was a medical accountant, debt collector, and agent for the buying and selling of medical practices. He contended that the facts proved did not disclose any offence under the section. Both applications were printed circulars, and stated that the defendant's office hours were from 10 to 4 and on Saturdays from 10 to 1. These were not solicitor's hours, whose offices were supposed to be open till 6 p.m. every day, except Saturday, and then till 2 p.m., for the delivery of pleadings, &c. Then, the amount actually owing was alone demanded, and there was no attempt to obtain a fee for writing the letter. The phrase "we are instructed" was an extremely common one, it was used by auctioneers, accountants, and others besides solicitors, and certainly did not imply that the defendant was a solicitor, nor did even the expression "we shall take legal proceedings" justify a conviction. There was nothing "wilful" and nothing "false," because, as a matter of fact, the defendant had consulted Mr. Hawkins, a solicitor, about seven years ago, as to whether there was anything in the printed circulars which would make him amenable to the Solicitors Act. Being advised that there was not, he issued them without any intent to commit an offence. The cases quoted for the prosecution were magisterial decisions only. [THE STIPENDIARY.—Of course, they are not binding authorities, but may be referred to for what they are worth.] Mr. Stubbins further contended that as no false name or address was used, nor was it proved that the defendant had not the authority of the creditor to apply for the money, this brought the case within the case of (1885) *Incorporated Law Society v. Bedford* (49 J. P. 215). He further cited (1884) *Symonds v. Incorporated Law Society* (49 J. P. 212) and (1883) *Incorporated Law Society v. Waterlow Brothers & Layton* (8 App. Cas. 407).

George Ernest Hawkins, solicitor, stated that he knew the defendant, who consulted him about seven years before as to a circular. Dr. Rogers objected to this evidence, and the stipendiary was about to give effect to the objection when the witness stated that he was not prepared to say that the printed circular in question was the same as that which was submitted to him, and his further evidence was therefore dispensed with.

Dr. Rogers, in reply, said the cases quoted by Mr. Stubbins were distinguishable from the present one. All that *Bedford's case* decided was that the justices were not bound to convict on the evidence before them, while in *Symonds's case* the defendant did not say he was "instructed," and, moreover, was a partner, and consequently entitled to demand a debt which was due in part to himself. *Law Society v. Waterlow* was a decision upon another statute, and was in no way in point.

The STIPENDIARY said that he would carefully consider the facts and the authorities cited, and would give his decision next day.

November 19.—THE STIPENDIARY (Mr. COLMORE) briefly recapitulated the facts of the case as above, which he said were really admitted. The informant was in the employ of the Central Tramways Co., from whom £2 2s. was due to a medical man, who placed the matter in the hands of the defendant, Martin, who was a debt collector. The defendant accordingly applied on the 3rd of July for the money in a circular couched in these terms, "We are instructed to apply to you for payment of £2 2s." &c. No notice being taken of this, on the 9th of July the defendant sent another notice in which he threatened that unless part of the amount was paid within a week "we shall take legal proceedings against you without further delay or notice." Subsequently particulars of claim were asked for, and Martin supplied them. Other correspondence followed. "These," continued the stipendiary, "are the facts upon which the Incorporated Law Society say this man has pretended to be a solicitor. The only witness was the informant, Mr. Patrick, who stated on oath that all these circumstances led him to believe that he was negotiating with a firm of solicitors; and I find as a fact that he did so believe, and I do not wonder at his so thinking. The Incorporated Law Society caused the proceedings to be instituted, and the defendant was charged with unlawfully, wilfully, and falsely pretending to be a solicitor. Cases have been quoted on both sides, but those cited by Mr. Stubbins on behalf of the defendant are clearly distinguishable. Beyond that remark I will not say more, as the case may go to another court. The case of *The Incorporated Law Society v. Moss*, referred to by Dr. Rogers, was a magisterial case, which, as the facts were similar to the present, is in point, though, of course, not binding upon me. I do not wonder at Mr. Patrick concluding that he was corresponding with a firm of solicitors, because no persons but solicitors can "take legal proceedings" on behalf of a third person. I therefore consider that the defendant did wilfully and falsely pretend to be a solicitor. What makes the case worse is that he consulted a solicitor to find out how near the wind he could sail without risk. I fine the defendant in the full penalty of £10 and costs, in default one month's imprisonment. Dr. Rogers asked for solicitor's fee, and the stipendiary allowed £1 1s. Mr. Stubbins then asked the stipendiary if he would state a case for the opinion of the Queen's Bench Division as to whether there was in law any evidence to justify a conviction. Mr. Colmore replied, that if the request were made in writing in the ordinary way he would state a case, but pointed out that his decision was on a finding of facts against the defendant.

Pending the proceedings in a higher court the defendant did not wish to pay the penalty. Police-sergeant Alexander said it was the custom to pay the penalty, and in case the magistrate's decision should be over-

ruled the money was returned. Mr. Stubbins said there was no necessity to pay, and Mr. Carter (magistrate's clerk) answered that Martin would be detained if he did not hand over the amount. Mr. Stubbins doubted whether the court had power to do that. He could point to a case in which the magistrates detained a woman for an hour or two and they had to pay heavily for it. He should leave the court to detain Martin at its risk. The defendant left his seat with the ostensible object of quitting the court, but Police-sergeant Alexander followed and the money was paid forthwith.

No application to state a case was subsequently made by or on behalf of the defendant.

NEW ORDERS, &c.

THE BANKRUPTCY ACTS, 1883 AND 1890.

GENERAL RULES UNDER THE BANKRUPTCY ACTS, 1883 AND 1890.

Preliminary.

1. *Commencement and application.* These Rules shall commence and come into operation on the 1st day of January, 1891, and shall, so far as practicable, apply to all matters arising, and to all proceedings taken in any matters under the Acts on and after the said day.

2. *Citation.* These Rules and the Bankruptcy Rules, 1886, shall be read and construed as one set of Rules. These Rules may be cited as the Bankruptcy Rules, 1890, and they and the Bankruptcy Rules, 1886, may be together cited as the Bankruptcy Rules, 1886 and 1890.

Each of these Rules may for the purpose of citation with reference to the Bankruptcy Rules, 1886, be cited by the number set opposite to the Rule in brackets in the margin.

3. *Interpretation.* In these Rules—

"The Acts" mean "The Bankruptcy Acts, 1883 and 1890," "The Bankruptcy Appeals (County Courts) Act, 1884," and "The Preferential Payments in Bankruptcy Act, 1888."

"The Act of 1883" means "The Bankruptcy Act, 1883."

"The Act of 1890" means "The Bankruptcy Act, 1890."

In the Bankruptcy Rules, 1886 and 1890, trustee includes any trustee appointed under a composition or scheme.

Proceedings.

4. *Use of file by Board of Trade and Official Receiver.* [17A.] Where in the exercise of their functions under the Acts or Rules, the Board of Trade or the Official Receiver require to inspect or use the file of proceedings in any matter, the Registrar shall (unless the file is at the time required for use in Court or by him) on request transmit the file of proceedings to the Board of Trade or Official Receiver, as the case may be.

Preparation of Orders.

5. *Preparation of Orders.* [37A.] If within one week from the making of an order of adjudication, order annulling adjudication, order on application to approve a composition or scheme, order annulling a composition or scheme, or order on application for discharge, such order has not been completed, it shall be the duty of the Registrar to prepare and complete such order; provided that if in any case the Judge shall be of opinion that the provisions of this Rule ought not to apply, he may so order; and provided also that where an order of discharge is granted subject to the condition that judgment shall be entered against the bankrupt, nothing in this Rule shall require the Registrar to prepare and complete the order until the bankrupt has given consent, in the prescribed form, to judgment being entered against him.

6. *Notice of appointment to settle order.* [37n.] A person who has the carriage of an order shall obtain from the Registrar an appointment to settle the order, and shall give reasonable notice of the appointment to all persons who may be affected by the order, or to their solicitors.

Witnesses and Depositions.

7. *Shorthand writers.* [67A.] Where the Official Receiver applies for the appointment of a person to take down in shorthand the evidence of a debtor on his public examination, he shall, unless there is a shorthand writer officially attached to the Court, or in the High Court nominated by the Judge of the High Court for that purpose, nominate a person for the purpose, and the person so nominated shall be appointed, unless the Court shall otherwise order.

Costs.

8. *Re-taxation of costs when assets realize less than certified amounts.* [112A.] Where the assets of a debtor have been certified under paragraphs (b) or (c) of No. 1 of the Scale of Solicitors' Costs as likely or not likely to realize the sums therein mentioned, and the gross proceeds of the assets are, after taxation and payment of the costs, ascertained to be less than the amount at which they have been certified, the bill of costs shall, on the application of the trustee, be re-taxed, and the amount disallowed on such re-taxation shall, if paid, be refunded to the trustee. No fee shall be chargeable on such re-taxation.

9. *Sheriff's costs.* [119A.] Rules 118 and 119 of the Bankruptcy Rules, 1886, shall be read as though there were substituted therein for the words "Section 46 (1) of the Act," and "Section 46 (2) of the Act," the words "Section 11 (1) of the Bankruptcy Act, 1890," and "Section 11 (2) of the Bankruptcy Act, 1890," respectively, and the term "goods" in the said Rule 118 shall be deemed to include money.

10. *Costs of shorthand notes.* [125A.] Where at the instance of the Official Receiver a shorthand writer is appointed to take notes of the examination of the debtor at his public examination, the costs of such

notes shall be deemed to be an expense incurred or authorized by the Official Receiver, and shall be payable out of the estate of the bankrupt in the order of priority in which such expenses are payable under the provisions of Rule 125 of the Bankruptcy Rules, 1886.

Appeals from County Courts.

11. *Interlocutory motions on appeal.* [134A.] When there is an appeal to the High Court from an order of a County Court, in a bankruptcy matter, any order or direction incidental thereto, not involving the decision of the appeal, may be given by the Judge of the High Court for the time being exercising bankruptcy jurisdiction, but any such order or direction may be discharged or varied by the High Court.

Service of Petition.

12. *Death of debtor before service of petition.* [156A.] If a debtor against whom a bankruptcy petition has been filed dies before service thereof, the Court may order service to be effected on the personal representatives of the debtor, or on such other persons as the Court may think fit.

Rescission of Receiving Order, and Annulment of Adjudication.

13. *Applications to rescind Receiving Order, to stay proceedings thereunder, or to annul adjudication.* [134A.] An application to the Court to rescind a Receiving Order or to stay proceedings thereunder, or to annul an adjudication, shall not be heard except upon proof that notice of the intended application, and a copy of the affidavits in support thereof have been duly served upon the Official Receiver. Unless the Court gives leave to the contrary, notice of such application shall be served on the Official Receiver not less than seven days before the day named in the notice for hearing the application. Pending the hearing of the application, the Court may make an interim order staying such of the proceedings as it thinks fit.

Public Examination of Debtor.

14. *Public examination of debtor who is a lunatic, &c.* [189A.] (1.) An application for an order dispensing with the public examination of a debtor or directing that the debtor be examined in some manner or at some place other than is usual, on the ground that the debtor is a lunatic or suffers from mental or physical affliction or disability rendering him unfit to attend a public examination, may be made by the Official Receiver, or by any person who has been appointed by any Court having jurisdiction so to do to manage the affairs of or represent the debtor, or by any relative or friend of the debtor who may appear to the Court to be a proper person to make the application.

(2.) Where the application is made by the Official Receiver, it may be made *ex parte*, and the evidence in support of the application may be given by a report of the Official Receiver to the Court, the contents of which report shall be received as *prima facie* evidence of the matters therein stated.

(3.) Where the application is made by some person other than the Official Receiver, it shall be made by motion, of which notice shall be given to the Official Receiver and trustee (if any), and shall, except in the case of a lunatic so found by inquisition, be supported by an affidavit of a duly registered medical practitioner as to the physical and mental condition of the debtor.

(4.) Where the order is made on the application of the Official Receiver, the expense of holding the examination shall be deemed to be an expense incurred by the Official Receiver within the meaning of Rule 125 of the Bankruptcy Rules, 1886. Where the application is made by any other person, he shall, before any order is made on the application, deposit with the Official Receiver such sum as the Official Receiver shall certify to be necessary for the expenses of the examination.

(5.) The order to be made on the application shall be in the Form No. 41A. or the Form No. 41B. in the Appendix, as the case may be, with such variations as circumstances may require.

Adjudication.

15. *Adjudication on failure of composition or scheme.* [192.] Where a composition or scheme is not accepted by the creditors at the first meeting or at one adjournment thereof, the Court may, on the application of the Official Receiver, or of any person interested, adjudge the debtor bankrupt.

16. *Adjudication on adjournment of public examination sine die.* [192A.] Where the public examination of a debtor is adjourned *sine die*, and the debtor has not previously been adjudged bankrupt, the court may forthwith, and without any notice to the debtor, adjudge him bankrupt.

Service of Proceedings.

17. *Service where debtor abroad.* [195.] Where a debtor against whom a receiving order has been made is not in England, the Court may order service on the debtor of the receiving order, order of adjudication, order to attend the publication examination or any adjournment thereof, or of any other order made against, or summons issued for the attendance of, the debtor, to be made within such time and in such manner and form as it shall think fit.

Composition or Scheme.

18. *Forms where proposal submitted by debtor.* [196.] Where a debtor intends to submit a proposal for a composition or scheme, the Forms of proposal, notice, and report, Nos. 80A, 81, 81A, 81B, and 82, in the Appendix, with such variations as circumstances may require, shall be used by the Official Receiver for the purpose of the meeting of creditors for consideration of the proposal.

19. *Application by debtor or Official Receiver for approval of Court.* [197.] Where the creditors have accepted a composition or scheme, and the public examination of the debtor has been concluded, the Official Receiver or the debtor may forthwith apply to the Court to fix a day for the hearing

of an application for the approval of such composition or scheme. The Official Receiver shall not by making such application be deemed necessarily to approve of the composition or scheme.

20. *Notice to Official Receiver.* [198.] Any person other than the Official Receiver who applies to the Court to approve of a composition or scheme shall, not less than ten days before the day appointed for hearing the application, send notice of the application to the Official Receiver.

21. *Notice to creditors.* [199.] Whenever an application is made to the Court to approve of a composition or scheme, the Official Receiver shall, not less than three days before the day appointed for hearing the application, send notice of the application to every creditor who has proved his debt.

22. *Opposed applications.* [200.] In any case in which an application is made to the Court to approve of a composition or scheme, and the Official Receiver reports to the Court any fact, matter, or circumstance which would justify the Court in refusing to approve of the composition or scheme, such application shall be deemed to be an opposed application within the meaning of paragraph (d) of sub-section 2 of section 99 of the Act of 1883.

23. *Official Receiver's report to be filed.* [201.] In every case of an application to the Court to approve of a composition or scheme, the report of the Official Receiver shall be filed not less than four days before the time fixed for hearing the application.

24. *Hearing and appeal.* [202.] On the hearing of any application to the Court to approve of a composition or scheme, the Court shall, in addition to considering the report of the Official Receiver, hear the Official Receiver and the trustee (if any) thereon, and an appeal to the Court of Appeal shall lie at the instance of the Board of Trade, or of the trustee (if any), from any order of the Court made upon such an application.

25. *Costs of application by debtor.* [203.] No costs incurred by a debtor, or of incidental to an application to approve of a composition or scheme, shall be allowed out of the estate if the Court refuses to approve the composition or scheme.

26. *Evidence and order.* [204.] (1.) The Court before approving of a composition or scheme shall, in addition to investigating the other matters as required by the Acts, require proof that the provisions of sub-sections (1) and (2) of section 3 of the Act of 1890 have been complied with. An order approving of a composition or scheme shall be in the Form No. 67 in the Appendix, with such variations as circumstances may require.

(2.) In the High Court the Senior Bankruptcy Registrar, and in a County Court the Registrar shall forthwith send notice to the Board of Trade of every order made on an application to approve of a composition or scheme, and the Board of Trade shall gazette the same.

27. *Provision in composition or scheme for costs and charges.* [205.] Where a composition or scheme has been duly accepted by the creditors, such composition or scheme shall not be approved by the Court unless the Court is satisfied, on the report of the Official Receiver, that provision is made for payment of all proper costs, charges, and expenses of and incidental to the proceedings, and all fees and per-centages payable to the Official Receiver and the Board of Trade under the Scale of Fees and Per-centages in force for the time being.

28. *Fee on application.* [206.] The fee prescribed to be charged for and in respect of an application to the Court to approve of a composition or scheme may be allowed and paid out of the estate of the debtor in any case in which there are sufficient funds in the hands of the Official Receiver or trustee, as the case may be, available for the purpose.

29. *Correction of formal slips, &c.* [207.] At the time a composition or scheme is approved of, the Court may correct or supply any accidental or formal slip, error, or omission therein, but no alteration in the substance of the composition or scheme shall be made.

30. *Proceedings if scheme approved.* [208.] When a composition or scheme is approved of, the Official Receiver shall, on payment of all proper costs, charges, and expenses of and incidental to the proceedings, and all fees and percentages payable to the Official Receiver and the Board of Trade, forthwith put the debtor (or, as the case may be, the trustee under the composition or scheme, or the other person or persons to whom under the composition or scheme the property of the debtor is to be assigned) into possession of the debtor's property. The Court shall also discharge the Receiving Order.

31. *Cases in which Official Receiver is to be trustee.* [209.] In every case of a composition or scheme in which a trustee is not appointed, or, if appointed, declines to act, or becomes incapable of acting, or is removed, the Official Receiver shall, unless and until another trustee is appointed by the creditors, be the trustee for the purpose of receiving and distributing the composition, or for the purpose of administering the debtor's property, and carrying out the terms of the composition or scheme, as the case may be.

32. *Security by trustee under composition or scheme.* [210.] Where under a composition or scheme of arrangement a trustee is appointed, he shall, after the composition or scheme has been approved by the Court, give security to the satisfaction of the Board of Trade in like manner as if he were a trustee in bankruptcy. If the trustee fail to give such security within the time required, he may be removed by the Board of Trade.

33. *Default in payment of composition.* [210.] Where a composition or scheme has been approved, and default is made in any payment thereunder either by the debtor or the trustee (if any), no action to enforce such payment shall lie, but the remedy of any person aggrieved shall be by application to the Court.

34. *Vesting of property on annulment of composition.* [212.] Where a composition or scheme is annulled, the property of the debtor shall, unless the Court otherwise directs, forthwith vest in the Official Receiver to whom the estate was originally assigned, without any special order being made or necessary.

35. *Annulment of composition or scheme.* [213.] Where a composition or scheme is annulled, the trustee under the composition or scheme shall account to the trustee under the bankruptcy for any money or property of the debtor which has come to his hands, and pay or deliver over to the said trustee any money or property which has not been duly administered.

36. *Dividends under composition or scheme.* [214.] Where under any composition or scheme provision is made for the payment of any moneys to creditors entitled thereto, and any claim, in respect of which a proof has been lodged, is disputed, the Court may, if it shall think fit, direct that the amount which would be payable upon such claim, if established, shall be secured in such manner as the Court shall direct, until the determination of the claim so disputed; and on the determination thereof, the sum so secured shall be paid as the Court may direct.

37. *Proof of debts in composition or scheme.* [215.] Every person claiming to be a creditor under any composition or scheme, who has not proved his debt before the approval of such composition or scheme, shall lodge his proof with the trustee thereunder, if any, or, if there is no such trustee, with the Official Receiver, who shall admit or reject the same. And no creditor shall be entitled to enforce payment of any part of the sums payable under a composition or scheme unless and until he has proved his debt and his proof has been admitted.

38. *Composition and schemes under section 23 of the Act of 1883.* [216.] All Rules relating to compositions or schemes shall apply to compositions or schemes under section 3 of the Act of 1890, and, so far as applicable, also to compositions or schemes under section 23 of the Act of 1883, and section 6 of the Act of 1890.

Proof of Debts.

39. *Swearing of affidavits.* [219A.] An affidavit of proof of debt may be sworn before an Assistant Official Receiver or any clerk of an Official Receiver duly authorized in writing by the Court or the Board of Trade in that behalf.

40. *Lodging proofs where first meeting adjourned.* [222A.] Rule 222 of the Bankruptcy Rules, 1886, shall be read and construed as though at the end thereof there were added the following words:—

A proof intended to be used at an adjournment of the first meeting (if not lodged in time for the first meeting) must be lodged not less than twenty-four hours before the time fixed for holding the adjourned meeting.

Dividend.

41. *Certified lists of proofs to be sent to Board of Trade.* [225A.] Upon the declaration of a dividend the trustee shall forthwith transmit to the Board of Trade a list of proofs filed with the proceedings under Rule 225 of the Bankruptcy Rules, 1886. Such list shall be in the Form No. 122a or No. 122b in the Appendix, and if the proceedings are in a County Court the list shall, upon payment of the prescribed fee, be examined by the Registrar, with the proofs tendered for filing, and if found correct shall be certified by the Registrar. If the proceedings are in the High Court, the trustee shall, if so required by the Board of Trade, transmit to the Board of Trade office copies of all lists of proofs filed by him up to the date of declaration of the dividend.

42. *Time for admission or rejection of proofs by Official Receiver.* [227A.] Rule 227 of the Bankruptcy Rules, 1886, shall be construed as though there were substituted therein for the words "seven days" the words "fourteen days."

Discharge.

43. *Application.* [235.] (1.) A bankrupt intending to apply for his discharge under section 8 of the Act of 1890, shall produce to the Registrar a certificate from the Official Receiver specifying the number of his creditors of whom the Official Receiver has notice (whether they have proved or not). The Registrar shall, not less than 28 days before the day appointed for hearing the application, give notice of the time and place of the hearing of the application to the Official Receiver and trustee, and the Official Receiver shall forthwith send notice thereof to the Board of Trade for insertion in the London Gazette.

(2.) Notice of the day appointed for the hearing of the debtor's application for discharge shall be sent by the Official Receiver to each creditor not less than 14 days before the day so appointed. Such notice shall be in the Form No. 61 in the Appendix.

44. *Opposed applications.* [236.] In any case in which an application is made to the Court by a bankrupt for his discharge, and the Official Receiver reports to the Court any fact, matter, or circumstance which would, under the Acts, justify the Court in refusing an unconditional order of discharge, such application shall be deemed to be an opposed application within the meaning of section 90 (2) (c) of the Act of 1883.

45. *Appeals.* [237.] An appeal to the Court of Appeal shall lie at the instance of the Board of Trade, and at the instance of the trustee (if any) from any order of the Court made upon an application for discharge.

46. *Report of Official Receiver.* [238.] In every case of an application by a bankrupt for his discharge, the report of the Official Receiver shall be filed not less than seven days before the time fixed for hearing the application.

47. *Evidence in answer to report.* [238A.] Where a bankrupt intends to dispute any statement with regard to his conduct and affairs contained in the Official Receiver's report, he shall, not less than two days before the hearing of the application for discharge, give notice in writing to the Official Receiver, specifying the statement in the Report, if any, which he proposes at the hearing to dispute. Any creditor who intends to oppose the discharge of a bankrupt on grounds other than those mentioned in the Official Receiver's report, shall give notice of the intended opposition, stating the grounds thereof, to the Official Receiver not less than two days before the hearing of the application.

48. *Costs of application.* [239.] A bankrupt shall not be entitled to have any of the costs of or incidental to his application for his discharge allowed to him out of his estate.

49. *Conditional orders.* [240.] (1.) Where the Court grants an order of discharge conditionally upon the bankrupt consenting to judgment being entered against him by the Official Receiver or trustee for the balance or any part of the balance of the debts provable under the bankruptcy which is not satisfied at the date of his discharge, the order of discharge shall not be signed, completed, or delivered out until the bankrupt has given the required consent in the Form No. 64 in the Appendix. The judgment shall be entered in the Court having jurisdiction in the bankruptcy in which the order of discharge is granted, and (if entered in the High Court) shall be in the Form No. 65 in the Appendix, with such variations as circumstances may require.

(2.) The Registrar of a County Court in which judgment is so entered shall forthwith make a return of the judgment to the Registrar of County Court Judgments.

(3.) If the bankrupt does not give the required consent within one month of the making of the conditional order the Court may, on the application of the Official Receiver or trustee, revoke the order or make such other order as the Court may think fit.

50. *Order.* [241.] The order of the Court made on an application for discharge shall be dated of the day on which it is made, and shall take effect from the day on which the order is drawn up and signed; but such order shall not be delivered out or gazetted until after the expiration of the time allowed for appeal, or, if an appeal be entered, until after the decision of the Court of Appeal thereon. The order shall be in one of the Forms Nos. 62 to 63 in the Appendix, as the case may require.

51. *Gazetting order.* [242.] When the time for appeal has expired, or, as the case may be, when the appeal has been decided by the Court of Appeal, the Senior Bankruptcy Registrar of the High Court, or in a County Court the Registrar, shall forthwith send notice of the order to the Board of Trade, who shall gazette the same.

52. *Execution on judgment in case of conditional discharge.* [243.] (1.) An application by the Official Receiver or trustee for leave to issue execution on a judgment entered pursuant to a conditional order of discharge shall be in writing, and shall state shortly the grounds on which the application is made. When the application is lodged, the Registrar shall fix a day for the hearing.

(2.) The Official Receiver or trustee shall give notice of the application to the debtor not less than eight days before the day appointed for the hearing, and shall at the same time furnish him with a copy of the application.

53. *Accounts of after-acquired property.* [244.] Where a bankrupt is discharged subject to the condition that judgment shall be entered against him, or subject to any other condition as to his future earnings or after-acquired property, it shall be his duty until such judgment or condition is satisfied, from time to time to give the Official Receiver such information as he may require with respect to his earnings and after-acquired property and income, and not less than once a year to file in the court a statement shewing the particulars of any property or income he may have acquired subsequent to his discharge.

54. *Verification of statements of after-acquired property.* [244A.] (1.) Any statement of after-acquired property or income filed by a bankrupt whose discharge has been granted subject to conditions shall be verified by affidavit, and the Official Receiver or trustee may require the bankrupt to attend before the Court to be examined on oath with reference to the statements contained in such affidavit, or as to his earnings, income, after-acquired property, or dealings. Where a bankrupt neglects to file such affidavit or to attend the Court for examination when required so to do, or properly to answer all such questions as the Court may put or allow to be put to him, the Court may, on the application of the Official Receiver or trustee, rescind the order of discharge. The affidavit shall be in the Form No. 56a in the Appendix, with such variations as circumstances may require.

55. *Application for modification of order [244A.]* Where after the expiration of two years from the date of any order made upon a bankrupt's application for a discharge, the bankrupt applies to the Court to modify the terms of the order on the ground that there is no reasonable probability of his being in a position to comply with the terms of such order, he shall give 14 days' notice of the day fixed for hearing the application to the Official Receiver and to all his creditors.

Proxies and Voting Letters.

56. *Form and filing of proxies.* [245.] (1.) A general proxy shall be in the Form No. 75, a special proxy shall be in the Form No. 76, in the Appendix.

(2.) A proxy shall be lodged with the Official Receiver or trustee not later than four o'clock on the day before the meeting or adjourned meeting, at which it is to be used.

(3.) As soon as a proxy or voting letter has been used it shall be filed with the proceedings in the matter.

57. *Signature of proxy.* [246.] A proxy given by a creditor shall be deemed to be sufficiently executed if it is signed by any person in the employ of the creditor having a general authority to sign for such creditor, or by the authorized agent of such creditor if resident abroad; such authority shall be in writing, and shall be produced to the official receiver if required.

Meetings of Creditors.

58. *Notice to Official Receiver of creditor's meetings.* [252A.] Where a trustee summons a meeting of creditors he shall send to the Official Receiver a copy of the notice convening the meeting.

59. *Cost of creditors' meetings.* [254.] Where, on the request of creditors, the Official Receiver or trustee calls a meeting of creditors, the cost

of summoning such meeting, including all disbursements for printing, stationery, postage, and the hire of room for meeting, shall be calculated at the following rates for each creditor to whom notice is required to be sent:—2s. per creditor for the first 20 creditors; 1s. per creditor for the next 30 creditors; 6d. per creditor for any number of creditors after the first 50.

60. *Proof of notice* [253.] A certificate by the Official Receiver or other officer of the Court, or by the clerk of any such person, or an affidavit by the trustee or his solicitor, or the clerk of either of such persons, that the notice of any meeting of creditors or sitting of the Court has been duly posted, shall be sufficient evidence of such notice having been duly sent to the person to whom the same was addressed. The certificate and the affidavit shall be in the forms Nos. 84A, 102, or 102A, in the Appendix, with such variations as circumstances may require.

Joint and Separate Estates.

61. *Acceptance of composition, &c., by joint and separate creditors* [266.] The joint creditors, and each set of separate creditors, may severally accept compositions or schemes of arrangement. So far as circumstances will allow, a proposal accepted by joint creditors may be approved in the prescribed manner, notwithstanding that the proposals or proposal of some or one of the debtors made to their or his separate creditors may not be accepted.

62. *Discharge of receiving order.* [267A.] Rule 267 of the Bankruptcy Rules, 1886, shall be read as if the word "discharged" were inserted therein in place of the word rescinded.

Small Bankruptcies.

63. *Summary administration.* [273.] Where an estate is ordered to be administered in a summary manner, under section 121 of the Act of 1883, the provisions of the Acts and Rules shall, subject to any special direction of the Court, be modified as follows, namely:—

- (1.) There shall be no advertisement of any proceedings in a local paper unless the Board of Trade otherwise object.
- (2.) The title of every document in the proceedings subsequent to the making of the order for summary administration shall have inserted thereon the words "Summary Case."
- (3.) All questions of law and fact shall be determined by the Court having jurisdiction in the matter, and no application for a jury shall be entertained.
- (4.) If no proposal for a composition or scheme is lodged with the Official Receiver within the time specified for that purpose in section 3 of the Act of 1890, or within such time thereafter as the Official Receiver may fix, or if the Official Receiver satisfies the Court that the debtor has absconded, or that the debtor does not intend to propose a composition or scheme, or that the composition or scheme proposed is not reasonable or calculated to benefit the general body of creditors, the Court may forthwith adjudge the debtor bankrupt. A report by the Official Receiver under this paragraph shall be *prima facie* evidence of the facts stated therein.
- (5.) If during or at the conclusion of the public examination of the debtor it appears to the Court that a composition or scheme ought not to be sanctioned by reason of the conduct of the debtor, the Court may forthwith adjudge the debtor bankrupt.
- (6.) All payments shall, unless the Board of Trade otherwise orders, be made into and out of the Bank of England.
- (7.) The first meeting of creditors may, where it is expedient, be held on the day appointed for the public examination, or on any other day fixed by the Official Receiver. If a quorum of creditors be not present, it shall not be necessary to adjourn the meeting.
- (8.) Meetings of creditors shall, unless the Official Receiver for special reasons otherwise determines, be held in the town or place in which the Court usually holds its sittings, or in which the office of the Official Receiver is situate.
- (9.) On an application by a bankrupt for his discharge the certificate of the Official Receiver shall not include, nor shall notices be sent to, creditors whose debts do not exceed £2.
- (10.) In lieu of the copy of the account to be filed with the Court, as prescribed by section 78 (4) of the Act of 1883, a statement shewing the position of the estate analogous, as nearly as may be, to that prescribed by Form No. 122 in the Appendix shall be filed.
- (11.) Notices of meetings, other than of first meetings, or of sittings of the Court, shall only be sent to creditors whose debts or claims exceed the sum of £2.
- (12.) The time mentioned in section 58 (2) of the Act of 1883, shall be extended to six months.
- (13.) The estate shall be realized with all reasonable despatch, and, where practicable, distributed in a single dividend when realized.
- (14.) The costs or charges of any person employed by the Official Receiver other than of a solicitor may be paid and allowed without taxation where such costs or charges are within the prescribed scale; provided that the Board of Trade may require such costs or charges to be taxed by the taxing officer.

Administration of Estate of Person Dying Insolvent.

64. *Rules as to administration of estate of deceased insolvent.* [279A.] In proceedings under an order for the administration of the estate of a person dying insolvent, where a meeting of creditors is summoned for the appointment of a trustee:—

- (1.) The provisions of Schedule I. of the Act of 1883 relating to the mode of summoning a meeting of creditors, and to the persons entitled to vote at a meeting;

(2.) The provisions of the Bankruptcy Rules, 1886 and 1890, which refer to creditors, meetings of creditors, trustees, and committees of inspection; and

(3.) Where the property is not likely to exceed in value the sum of three hundred pounds, the provisions of Section 121 of the Act of 1883,—

shall, so far as applicable, apply as if the proceedings were under a receiving order and order of adjudication.

Trustees and Committees of Inspection.

65. *Delivery of books, &c., on release of trustee.* [310A.] The release of a trustee shall not take effect unless and until he has delivered over to the Official Receiver all the books, papers, documents, and accounts which by the Bankruptcy Rules, 1886, he is required to deliver over on his release.

66. *Statements of accounts to be furnished to creditors.* [315.] Where in pursuance of section 17 of the Act of 1890 the Official Receiver or trustee is required to transmit to creditors a statement of the accounts, such statement shall be in the Form No. 132A in the Appendix, with such variations as circumstances may require; and the cost of furnishing and transmitting such statement shall be calculated at the rate of 3d. per folio for each statement where the creditors do not exceed 10, and where the creditors exceed 10, 1s. per folio, for the preparation of the statement and the actual cost of printing.

67. *Trustee not to purchase from his employer or partner without Court's sanction.* [316A.] (1.) Where the trustee carries on the business of the debtor, he shall not without the express sanction of the Court purchase goods for the carrying on of such business from his employer (if any), or from any person whose connection with the trustee is of such a nature as would result in the trustee obtaining any portion of the profit (if any) arising out of the transaction.

(2.) In any case in which the sanction of the Court is obtained under this Rule or under Rule 317 of the Bankruptcy Rules, 1886, the cost of obtaining such sanction shall be borne by the person in whose interest such sanction is obtained and shall not be payable out of the debtor's estate.

68. *Sanction of payments to members of committee of inspection.* [317A.] Where the sanction of the Court under Rule 317 of the Bankruptcy Rules, 1886, to a payment to a member of a committee of inspection for services rendered by him in connection with the administration of the estate is obtained, the order of the Court shall specify the nature of the services, and shall only be given where the service performed is of a special nature. No payment shall, under any circumstances, be allowed to a member of a committee for services rendered by him in the discharge of the duties attaching to his office as a member of such committee.

Disclaimer of Lease.

69. *Disclaimer of lease.* [320.] (1.) A lease may be disclaimed without the leave of the Court in any of the following cases, viz:—

- i. Where the bankrupt has not sub-let the demised premises or any part thereof or created a mortgage or charge upon the lease; and
 - (a.) The rent reserved and real value of the property leased, as ascertained by the property tax assessment, are less than 20l. per annum; or
 - (b.) The estate is administered under the provisions of section 121 of the Act of 1883; or
 - (c.) The trustee serves the lessor with notice of his intention to disclaim, and the lessor does not within seven days after the receipt of such notice give notice to the trustee requiring the matter to be brought before the Court.
- ii. Where the bankrupt has sub-let the demised premises or created a mortgage or charge upon the lease, and the trustee serves the lessor and the sub-lessee or the mortgagees with notice of his intention to disclaim, and neither the lessor nor the sub-lessee or the mortgagees, or any of them, within 14 days after the receipt of such notice, require or requires the matter to be brought before the Court.

(2.) The notices shall be in the Forms Nos. 119A and 119B in the Appendix, with such variations as circumstances may require.

(3.) Except as provided by this Rule, the disclaimer of a lease without the leave of the Court shall be void.

(4.) Where a trustee disclaims a leasehold interest he shall forthwith file the disclaimer with the proceedings in the Court; and the disclaimer shall contain particulars of the interest disclaimed, and a statement of the persons to whom notice of the disclaimer has been given. Until the disclaimer is filed by the trustee the disclaimer shall be inoperative.

(5.) Where, in pursuance of notice by the trustee of his intention to disclaim a leasehold interest, the lessor, sub-lessee, or mortgagee requires the trustee to apply to the Court for leave to disclaim, the costs of the lessor, sub-lessee, or mortgagee shall not be allowed out of the estate of the bankrupt except in cases in which the Court is satisfied that such application was necessary in order to do justice between the parties.

(6.) A disclaimer made without leave of the Court under this Rule shall not be void or otherwise affected on the ground only that the notice required by this Rule has not been given to some person who claims to be interested in the demised property.

(7.) Where any person claims to be interested in any part of the property of the bankrupt burdened with onerous covenants, he shall, at the request of the Official Receiver or trustee, furnish a statement of the interest so claimed by him.

Official Receivers.

70. *Assignment of estates to Official Receivers.* [323A.] When there are two or more Official Receivers attached to the district of the same Court

the estates shall be assigned to such of them and in such manner as the Board of Trade shall by any general or special direction require. Provided that the Board of Trade may at any time require that an estate which has been assigned to one of the Official Receivers of the district be transferred either permanently or for special purposes of administration to one of the other Official Receivers. In such case the Registrar shall transfer the Receivership of that estate to the Official Receiver designated by the Board of Trade. The order of transfer shall be in the Form No. 176 in the Appendix.

71. *Power of one Receiver to take the business of another.* [323s.] When there are two or more Official Receivers attached to the district of the same Court, any one of them shall (subject to the directions and control of the Board of Trade) have power without any transfer of the receivership of an estate to take and perform any business and duties of any other Receiver.

72. *Officers of Board of Trade and clerks of Official Receivers in certain cases to act for Official Receivers.* [323c.] In the absence of the Official Receiver to whom an estate has been assigned, any officer of the Board of Trade duly authorized for the purpose by the Board of Trade, and any clerk of the Official Receiver duly authorized by him in writing, may by leave of the court act on behalf of the Official Receiver, and take part for him in the public examination of the debtor, in any examination under the 27th section of the Act of 1883, and on any unopposed application to the court.

Unclaimed Funds, &c., under section 162 of Act of 1883.

73. *Accounts by trustees under Act of 1883 of unclaimed funds.* [346a.] For the purposes of sub-section 1 of section 162 of the Act of 1883, the Board of Trade may at any time order the trustee under any bankruptcy, composition or scheme to submit to them an account verified by affidavit of the sums received and paid by him under or in pursuance of any such bankruptcy, composition or scheme, and may direct and enforce an audit of the account, and payment of any unclaimed or undistributed moneys arising from the property of the debtor in the hands or under the control of such trustee into the Bankruptcy Estates Account in accordance with the terms of the said sub-section.

Miscellaneous.

74. *Disposal of bankrupt's books and papers.* [294.] The Board of Trade may, on the application of the Official Receiver, direct that the debtor's books of account and other documents given up by him may be sold, destroyed, or otherwise disposed of.

75. *Repeal.* (1.) The following of the Bankruptcy Rules, 1886, are hereby annulled as from the commencement of these Rules:—

- Rule 192 relating to adjudications.
- Rules 195 to 216 inclusive, relating to compositions.
- Rules 235 to 244 inclusive, relating to discharge.
- Rules 245 and 246 relating to proxies and voting letters.
- Rule 253 relating to proof of notice.
- Rule 254 relating to meetings of creditors.
- Rule 266 relating to joint and separate estates.
- Rule 273 relating to small bankruptcies.
- Rule 294 relating to bankrupt's books.
- Rule 315 relating to fee for list of creditors.
- Rule 320 relating to disclaimers of onerous property.

(2.) The Rules made under the Act of 1883, dated October 31st, 1889, December 12th, 1889, and January 30th, 1890, shall, from and after the commencement of these Rules, cease to have effect.

76. *Forms.* The Forms in the Appendix to these Rules, with such variations as circumstances may require, shall be used for the matters to which they severally relate, and in respect of such matters shall be substituted for the forms in the Appendix to the Bankruptcy Rules, 1886.

(Signed) HALSBURY, C.

I concur,

(Signed) M. E. HICKS-BEACH,
President of the Board of Trade.

The 26th of November, 1890.

[An Appendix of Forms follows.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The following are extracts from the sixty-third annual report of the committee of this society:—

Members.—The society now consists of 305 members, and the number of barristers and others, not being members, who subscribe to the library, is 37.

Solicitors' Certificate Duty.—The committee having, had under their consideration a circular and resolutions of the United Law Society with reference to the proposed abolition of this duty, came to the same conclusion as the committee of last year—that upon the whole the retention of the duty operates as a protection to the public and to the profession, and that it is not desirable to make any change.

Practice in the county courts.—The committee have considered the desirability of taking steps to obtain a revision of the rules and orders under the County Courts Act, 1888, upon the lines of their recommendations prepared in 1889, having regard to the intimation of the Lord Chancellor that the question of revision should be considered after the rules and orders should have been in operation for a year, but as there is a special sub-committee of the Council of the Incorporated Law Society of the United Kingdom deliberating upon the matter, and their views have not

yet been made known, the committee have thought it wiser to defer action for the present. The question of solicitors' rights of advocacy has also been before the committee. They have come to the conclusion that a solicitor for a party in an action in the county court ought to be at liberty to employ his managing clerk, being an admitted solicitor, to conduct the case at the trial without thereby forfeiting his title to costs, and they have requested the Incorporated Law Society of the United Kingdom to take steps to obtain such an amendment of section 72 of the County Courts Consolidation Act, 1888, as may be necessary to achieve this object. The wider question of the right of a solicitor for a party in such an action, under section 72 of that Act, to employ any other admitted solicitor to conduct the case at the trial, was raised at the general meeting of the Incorporated Law Society of the United Kingdom early in this year, when a resolution was passed that the portion of that section which prohibits such employment ought to be repealed; and the committee have signified their concurrence with that resolution.

Costs of solicitors who are mortgagees.—The committee have had under their consideration the cases of *Re Roberts* (43 Ch. D. 52), *Field v. Hopkins* (L. T., 1890, p. 218), and *Re Wallis, Ex parte Lickorish* (59 L. J. Q. B. D. 500, and W. N., 1890, p. 89), which very seriously affect the rights of solicitors who are mortgagees to recover the costs of preparing their securities and of enforcing them. The committee have been in communication with the Council of the Incorporated Law Society of the United Kingdom, who are waiting for a suitable case to arise in which the soundness of the above decisions can be tested.

Rules Publication Bill.—This Bill, prepared at the instance of the Incorporated Law Society of the United Kingdom, was introduced into the House of Commons and committed to the Standing Committee on Law, but was afterwards dropped. It proposed that all future rules of the High Court of Justice and the county courts should be advertised in the *London Gazette* for forty days before they should come into operation. The committee suggested that copies of intended new rules should not only be advertised, but sent also to the Inns of Court and the Incorporated Law Society, but the council considered that, having regard to the difficulty of obtaining legislation, the Bill would have a better chance of passing into law if presented as drawn. It is hoped that the Bill will be introduced again next year, amended in such a way as to meet the above suggestions, and also to provide for the representation of solicitors upon the rule committees.

LAW ASSOCIATION.

At a meeting of the directors held at the Hall of the Incorporated Law Society, on Thursday, the 4th inst.—the following being present—viz., Mr. Sidney Smith (chairman), Messrs. A. C. Cronin, L. Desborough, A. E. Finch, G. B. Gregory, and Arthur Carpenter (secretary)—grants of £5 were made to five non members, three new members were elected, and the ordinary general business was transacted.

LEGAL NEWS.

OBITUARY.

MR. WILLIAM GLANVILLE LANGDON, solicitor, of Bruce House, Highbury New-park, and of 1, West-street, Finsbury-circus (of the firm of Goldberg & Langdon, solicitors for the German Government), died after a long illness on the 21st ult. Mr. Langdon was the son of Mr. William Langdon, and was born at Ennis, in the parish of St. Enodor, Cornwall, in January, 1849. He was articled to Messrs. Pritchard, Englefield, & Co., and was admitted in December, 1877. He was a commissioner for oaths. Mr. Langdon leaves a widow and three children, and his death is deeply regretted by a very large circle of friends. His remains were interred in Highgate Cemetery on the 26th ult.

SIR BARNES PEACOCK, the oldest member of the Judicial Committee of the Privy Council, died on Wednesday from the effects of a chill. He was born in 1810, and was called to the bar in 1836. He received silk in 1850, and in 1852 went to India as legal member of the Supreme Council. Subsequently he became Chief Justice of Calcutta, and in 1862 Chief Justice of the High Court of Judicature, Calcutta. On his retirement, in 1870, he was created a Privy Councillor. In 1872 he was appointed a paid member of the Judicial Committee of the Privy Council.

MR. JUSTICE LITTON, the Chief Commissioner of the Irish Land Commissioners, died on Thursday last week after a protracted illness. He was educated at Trinity College, was called to the bar in 1849, and became a Queen's Counsel in 1874. After the passing of the Land Act of 1881 he was appointed one of the Commissioners under the Act.

MR. THEODORE GEORGE TIPPETTS, solicitor, of Atherstone, died at Hartshill, Atherstone, aged 57. Mr. Tippetts was born in 1833 and was admitted in 1859, after which he practised at Atherstone. During the time he resided at Atherstone he was actively engaged in parochial and town affairs. He was Trustee of the Grammar School and other public institutions, and always took an active interest in promoting the success of the Conservative cause in Warwickshire. He was a successful advocate and much respected by all classes in the neighbourhood, but for some years his ill health has prevented him from taking any active interest in public affairs, and for a long time he had virtually retired from practice. Mr. Tippetts was a Commissioner for Oaths.

APPOINTMENTS.

MR. CHARLES CLIFTON NELSON, solicitor (of the firm of Pickering &

Neillson), of 4, Stone-buildings, Lincoln's-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Neillson was admitted a solicitor in Hilary Term, 1851.

Mr. GEORGE CHARLES KENT, solicitor, of Longton, Staffordshire, has been appointed Town Clerk of Longton. Mr. Kent was admitted a solicitor in July, 1875, and is clerk to the school board and a commissioner for oaths.

Mr. WILLIAM ROBERT COOPER, solicitor (of the firm of J. B. Coaks & Co.), Norwich, has been appointed Clerk to the Justices for Norwich. Mr. Cooper was admitted a solicitor in Hilary Term, 1873, and is clerk to the magistrates of the Blofield and Walsham Division of the county of Norfolk, and a commissioner for oaths.

Mr. RICHARD INGLETON BENCRAFT, solicitor (of the firm of Bencraft & Son), of Barnstable, has been appointed Coroner for Barnstable and Clerk to the Borough Magistrates. Mr. Bencraft was admitted a solicitor in Michaelmas Term, 1841.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

EDWARD MIRAMS and JOHN HERBERT TUPPEN, solicitors (Mirams & Tuppen), 5, New-inn, Strand, London. Nov. 27. [Gazette, Dec. 2.]

GENERAL.

It is stated that Mr. J. K. Stephen has resigned the clerkship of assize of the South Wales Circuit.

At the meeting of the London County Council on Tuesday it was decided: "That the council do grant to Mr. Reginald Ward, the late solicitor to the council, a retiring allowance of £962 10s., being at the rate of 33-60ths of his salary of £1,750 a year, ten years being added to his twenty-three years of actual service."

At the sitting of the Judicial Committee of the Privy Council on Wednesday, Lord Hobhouse said the court had received the shock of learning that Sir Barnes Peacock, who was the oldest member of that board, was dead; and they felt that under that shock, and with due respect to him and the survivors of his family, they ought not to continue the public business that day. Their lordships then rose.

Mr. Justice Romer, on Wednesday, took occasion to say that in very few of the cases which had come before him in his judicial capacity had copies of the correspondence been prepared for the use of the judge. This was highly inconvenient. There seemed to be an impression that the costs of making such copies were not allowed on taxation. His lordship thought that there was no foundation for this, but any difficulty might be obviated by counsel making a special application for the costs of providing such copies.

In the House of Lords on Tuesday Lord Norton asked her Majesty's Government whether they would introduce early this session the Bill which they had had prepared two years to restore to the scale of punishments on the Statute-book the three years term of penal servitude which was unfortunately omitted by the Act of 1879, so as to make a regularly ascending series of sentences to various kinds of imprisonment capable of adjustment to the gravity of offences, and to fill up the gap which often left magistrates and judges to choose between a punishment too light or too severe for the case before them. The Lord Chancellor said he had put himself in communication with the Secretary of State for the Home Department, who had informed him not only that the Bill had been prepared, but that there was a misapprehension in the mind of the noble lord that the Bill referred only to the matter to which he had called attention. There were other matters also included in it. The Secretary of State was very desirous, as soon as the state of business would allow, to lay the Bill before the House.

The first breach of promise case to my knowledge in France (says the Paris correspondent of the *Daily News*) was tried on Monday at the Tribunal of Beziers, a town in the south of France, near Montpellier. A young couple were about to be united, the banns had been made public, cards sent out to the friends, and the wedding-dress had received the finishing touches of the dressmaker. The wedding day came on, and nothing was wanted but the bridegroom. This indispensable man had, however, thought a second time about the marriage, and he never came. The disappointed bride brought an action for damages against her too fickle suitor. The sentence of the Beziers bench is extremely curious. "Whereas the promise of marriage," so it runs, "was of public notoriety, the banns were published, and a rude breaking off of the marriage was calculated to injure the bride's family; whereas the latter had been to a considerable expense in view of the ceremony, particularly in view of the bridal dress and the accessories (euphemism for trousseau), the bridegroom is bound to compensate them, &c. The bridegroom is sentenced to £160 damages for the moral injury to the family (not to the bride!), and to indemnify them for the cost of the wedding-dress and the interest on the outlay." This novel case was tried by a bench of magistrates, and not by a jury.

ON A RECENT CONGRATULATORY ADDRESS.

"SERVUS IN CÆLUM REDEAT."

What does our English Horace mean?

For the Appeal Court II., I ween,

Cælus a strange misnomer.

And where had our Judge been before?

Whither will he return once more,

When not on earth a Roamer?

Can H—n S—h's idea be this?—

"'Tis Robert's dream of perfect bliss,

After life's triumphs short,

No more upon this earth to stray,

But, in the realms of endless day,

To practise before Chitty, J.,

In some celestial Court"?

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice	
	APPEAL COURT	CHITTY.	Mr. Justice	Mr. Justice
	No. 2.		CHITTY.	NORTH.
Monday, December	8	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday	9	Ward	Cloves	Godfrey
Wednesday	10	Pemberton	Jackson	Leach
Thursday	11	Ward	Cloves	Godfrey
Friday	12	Pemberton	Jackson	Leach
Saturday	13	Ward	Cloves	Godfrey
		Mr. Justice	Mr. Justice	Mr. Justice
		STIRLING.	KEKEWICH.	ROMER.
Monday, December	8	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday	9	Rolt	Lavie	Pugh
Wednesday	10	Farmer	Carrington	Beal
Thursday	11	Rolt	Lavie	Pugh
Friday	12	Farmer	Carrington	Beal
Saturday	13	Rolt	Lavie	Pugh

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FRANCIS.—Dec. 2, at 16, Barrington-road, Crouch End, N., the wife of John Swinford Francis, solicitor, of a son.

GEARE.—Nov. 28, the wife of Henry Cecil Geare, of 22, Stanley-gardens, Belasiae-park, and 57, Lincoln's-inn-fields, of a son.

JONES.—Nov. 28, at 48, Ickburgh-road, Clapton, N.E., the wife of Thos. A. Jones, solicitor, of a son.

MARRIAGES.

SMITH-VYVYAN.—Nov. 27, at St. Dennis, North Tamerton, Harold Oxley Chamberlain Smith, of Furnival's-inn, London, solicitor, to Kate Courtenay, only daughter of the late William Courtenay Vyvyan (4th Foot).

TURNER-GOW.—Dec. 3, at Park Chapel, by the Rev. J. C. Harrison, Francis Shirley, eldest son of the late Francis Turner, barrister-at-law, of the Middle Temple, to Kathleen Campbell, youngest daughter of the late William Gow, of Blairgowrie, N.B., and London.

DEATHS.

BENNETT.—Nov. 30, at Brighton, Rowland Nevitt Bennett, of Brunswick-square and Lincoln's-inn, aged 82.

DRAKE.—Dec. 2, at 12, Prince's-gardens, South Kensington, Sir William Richard Drake, of Outlands Lodge, Weybridge, and 12, Prince's-gardens, aged 73.

PEACOCK.—Dec. 3, at 40, Cornwall-gardens, S.W., the Right Hon. Sir Barnes Peacock, aged 86.

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARFAD GOLD SYNDICATE, LIMITED.—Petn for winding up, presented Jan 25, directed to be heard before North, J. on Saturday, Dec 6. Riley, Moorgate st, solicitor for petner

EAST BRIDGFORD CO-OPERATIVE SOCIETY, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims to Richard Walter Green and John Johnson, East Bridgford, Nottingham Beaumont, Nottingham, solicitors for the liquidators

FRASER & CO, BIRMINGHAM, LIMITED.—Petn for winding up, presented Nov 24, directed to be heard before Chitty, J. on Dec 13. Barlow & James, Lane st, solicitors for petner

GARNIER EXAMINER LETTER AND ADVERTISING SIGN CO, LIMITED.—Petn for winding up, presented Nov 28, directed to be heard before Stirling, J., on Saturday, Dec 6. Nokes & Stammers, Basinghall st, solicitors for petners

INDUSTRIAL INVESTMENT AND FREEHOLD LAND SOCIETY, LIMITED.—By an order made by Kay, J, dated Nov 15, it was ordered that the voluntary winding up of the company be continued. Dubois & Co, Pancras lane, agents for Ellison & Burrows, Cambridge, solicitors for petner

JOSHUA STUBBS, LIMITED.—Kekewich, J. has, by an order dated Nov 11, appointed James Walker Gibson Hill, 24, Temple row, Birmingham, to be official liquidator

MOUNT BRITTON (QUEENSLAND) GOLD MINES, LIMITED.—Petn for winding up, presented Oct 11, directed to be heard before Kekewich, J., on Dec 6. Mitchell, Cannon st, solicitor for petner

SOMERSET HOTEL CO, LIMITED.—North, J. has fixed Dec 9, at 12.30, at his chambers, for the appointment of an official liquidator

SOUTH WALES OIL AND GREASE CO, LIMITED.—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Thomas Latch, Austinfriars chmbrs, Newport, Monmouth Hunt, New inn, Strand, agent for Lyne & Co, Newport, solicitors for liquidator

WHARLEY BRIDGE PRINTING CO, LIMITED.—Petn for winding up, presented Nov 28, directed to be heard before Chitty, J. on Saturday, Dec 6. Robinson & Co, Lincoln's inn fields, agents for Wallis, Bury, solicitors for petners

WATERBERG PROSPECTING SYNDICATE, LIMITED.—By an order made by Kekewich, J, dated Nov 15, it was ordered that the syndicate be wound up. Romer, Copthall chmbrs, petner in person

UNLIMITED IN CHANCERY.

IRISH EXHIBITION IN LONDON.—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick George Painter, 19, Coleman st. Wednesday, Jan 21, at 12, is appointed for hearing and adjudicating upon the debts and claims

London Gazette.—TUESDAY, DEC. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-COLONIAL LETTER CO, LIMITED.—Creditors are required, on or before Dec 11, to send their names and addresses, and particulars of their debts or claims, to David Lockhart Chalmers, 5, Fenwick-street, Liverpool

GATLING ARMS AND AMMUNITION CO, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Abercrombie Welton, 5, Moorgate st. Wednesday, Jan 7, at 1, is appointed for hearing and adjudicating upon debts and claims

GOLD QUEEN, LIMITED—Petn for winding up, presented Dec 1, directed to be heard before Kekewich, J. on Saturday, Dec 13. Lindo & Co, Coleman st, solors for petners
EDDYSTONE MARINE INSURANCE CO, LIMITED—By an order made by Stirling, J, dated Nov 22, it was ordered that the company be wound up. Gibbs & Co, Gracechurch st, solors for petners

INTERNATIONAL CABLE CO, LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to John Lord, 3, Bucklersbury Tuesday, Feb 3, at 12, is appointed for hearing and adjudicating upon the debts and claims

JOSHUA STUBBS, LIMITED—Creditors are required, on or before Dec 29, to send their names and addresses, and the particulars of their debts or claims, to James Walter Gibson Hill, 24, Temple row, Birmingham Monday, Jan 12, at 12, is appointed for hearing and adjudicating upon the debts and claims

LINCOLN FINE, STEEL, AND CUTLERY CO, LIMITED—Petn for winding up, presented Nov 27, directed to be heard before North, J, on Dec 13. Peacock & Goddard, South sq, Gray's inn, agents for Phillips & Co, Stamford, solors for petners

PERCY ISOTSON & SONS, LIMITED—Kekewich, J, has fixed Friday, Dec 12, at 12, at his chambers, for the appointment of an official liquidator

STOCK AND SHARE BROKING CORPORATION, LIMITED—North, J, has fixed Thursday, Dec 11, at 12.30, at his chambers, for the appointment of an official liquidator

UNITED STATES GOLD PLACERS (NEW COMPANY) LIMITED—Petn for winding up, presented Dec 1, directed to be heard before Kekewich, J, on Saturday, Dec 13. Lindo & Co, Coleman st, solors for petners

WILSON'S VICTORIA HANSON CABS, LIMITED—By an order made by Chitty, J, dated Nov 22, it was ordered that the voluntary winding up be continued. Gard & Co, Gresham bldgs, solors for petner

FRIENDLY SOCIETY DISSOLVED.

BLIMFIELD FRIENDLY SOCIETY, Blimfield Chapel, Tipton, Staffs. Nov 28

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 21.

ENEFER, ROBERT, Stowmarket, Gent. Dec 18. Stearn v Enefer, Hewlett, Royal Courts of Justice, Gudgeon, Stowmarket
SMETHURST, JOSEPH, Ashton under Lyne, Engineer. Dec 22. Smethurst v Walduck, Registrar, Manchester. Brooks & Co, Manchester
WHITE, WILLIAM HARBOW, Lyon st, Caledonian rd, Soot Merchant. Dec 23. Lyes v White, Chitty, J. Mote, Gray's inn sq

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 18.

ATKINSON, THOMAS EYRES, Knarborough, Yorks, Land Agent's Assistant. Dec 1. Gill, Knarborough
BEALL, CLARA AGNES, Guildford st, Russell sq. Dec 26. Milman, Gt James st
COCKCROFT, WILLIAM, Kingston upon Hull, Cashier. Dec 31. J. T. & H. Woodhouse, Hull
COTTERILL, JAMES, Ripley, Derby, Gent. Jan 1. Peake, Ripley
DAYMAN, PHILLIPS DONNITHORNE, Milbrook, Southampton, Clerk in Holy Orders. Dec 31. Stanton & Bassett, Southampton
FARRAR, JOHN, Headingley, Yorks, Warehouseman. Dec 22. Gill, Knarborough
FLETCHER, WILLIAM HENRY, Liverpool, Merchant. Dec 31. Bateson & Co, Liverpool
GAY, COLONEL JAMES DREW, Copthall buildings. Dec 18. Bohm, Old Jewry
GEORGE, JAMES THORNE, Bournemouth, Esq. Dec 31. Bolton & Co, Temple gardens
GRIFFITH, JOHN, Liverpool, Iron Merchant. Dec 27. Miller & Co, Liverpool
HARDWICK, EDWARD, Kewstoke, Somerset, Gent. Dec 13. Davies, Weston super Mare
HILLIAR, SIR CHARLES FARRELL, K.C.B., Torpoint, Cornwall, retired Admiral. Nov 29. Bewes & Co, Stonehouse, Plymouth
KER, HENRY, Groomsport, Co. Down, Ireland. Dec 31. Wynne & Son, Lincoln's inn fields
LAWSON, JOHN, Knarborough, Yorks, Gent. Dec 18. Gill, Knarborough
MARSHALL, WILLIAM, Brighton, Tailor. Jan 1. Trevor & Co, Brighton
MAY, ELIZABETH, College grds, Dulwich. Dec 17. May & Co, Adelaide place, London Bridge
MESCALL, MATTHEW, Liverpool, Timekeeper. Dec 12. Tetlow, Liverpool
MILLER, ROBERT, Preston, Innkeeper. Dec 22. Bramwell, Preston
MOORE, JOHN CHOPP, Roland grds, retired Major in H M's Army. Dec 15. Harris, Sittingbourne
MORRIS, MARGARET, Cardiff, Grocer. Dec 15. J. W. Evans, 51, Castle rd, Cardiff
MUMFORD, ROBERT GEORGE, Bognor, Sussex, Gent. Dec 23. Staflurth, Bognor
PETHERAM, MARIANNE, Milverton, Somerset. Dec 31. Payne, Milverton
PHILLIPS, THOMAS, Farnborough, Kent, Gent. Dec 17. May & Co, Adelaide pl, London Bridge
REED, ROBERT, Felling, Durham, Colliery Manager. Dec 31. Robson, Gateshead
ROSE, EDWIN HINTON, Birmingham, Gent. May 9. Colman & Co, Birmingham
SCOTT, JAMES, Lesbury, Northumbria. Dec 18. Walton, College hill, Cannon st
SMITH, ABRAHAM, Clarence rd, Bristol. Dec 21. Tussell & Co, Bristol
SNOWDEN, JAMES, Bentley, Yorks, Jockey. Dec 14. Verity & Baddiley, Doncaster
STANFORTH, WILLIAM THOMAS, Sheffield, Cutlery Manufacturer. Dec 31. Gould & Stephenson, George, Plymouth, Ironmonger. Dec 31. Rooker & Co, Plymouth
TAGORE, GANENDRO MOHUN, Collingham rd, South Kensington, Barrister at Law. Dec 13. Barneden & Co, Leadenhall st
WALKER, ROBERT, Cuckleston, Yorks, Wire Manufacturer. Dec 13. Douthwaite & Waddington, Cuckleston and Bradford
WEBB, WILLIAM, Streatham, Surrey, Licensed Victualler. Dec 15. Hill & Co, Chancery lane
WHILLOCK, FREDERICK, Balsall Heath, nr Birmingham, Gent. Dec 31. Russell, Birmingham
WHITE, WILLIAM, Heaton, Newcastle-upon-Tyne, Builder. Dec 31. Criddell, Newcastle-upon-Tyne
WHITTRITT, ANN, Aston-juxta-Birmingham. Jan 31. Coleman & Co, Birmingham
WILSON, THOMAS, Duddington, Isle of Ely, Gent. Dec 10. Wise, March
WILTSHIRE, FRANCIS, Wootton Bassett, Wilts, Gent. Dec 13. Bevir, Wootton Bassett
WITHERBY, WILLIAM HENRY, Croydon, Surrey, Gent. Dec 31. Saxton & Son, Queen Victoria st

London Gazette.—FRIDAY, NOV. 21.

ALDRIDGE, JOSEPH FREDERICK, Petty Vale, Forest Hill, retired East India Merchant. Jan 28. Barber, Austin Friars

BLACKMORE, ALFRED, Manchester, Surgeon. Dec 23. Darbishire & Co, Manchester
BAKER, WILLIAM MILLS, Stoke Bishop, Glos, Gent. Jan 23. Brittan & Co, Bristol
BEVERLEY, THOMAS, Gresham st, Merchant. Dec 15. Nicholls & Co, Basinghall st
BIRT, MARY, South Brent, Devon. Dec 31. Adams & Croft, Plymouth
BRADLEY, HENRY, Yeovil, Somerset, retired Farmer. Dec 22. Bollen, Yeovil
CARPENTER, HANNAH, Stoke Gifford, Glos. Dec 21. Wansbrough & Robinson, Bristol
CUNNINGHAM, ELIZABETH, King Edward's rd, New Barnet. Dec 31. Pews, Rood lane
DAVENPORT, ELLEN, Southport. Jan 1. Weddall & Co, Selby, Yorks
DRINKWATER, JOHN, Over, Chester, Ginger Beer Manufacturer. Dec 15. Dixon, Warrington
FARQUHARSON, ERIC JAMES, Blandford, Dorset, Esq. Feb 1. Hovis & Pattinson, Lincoln's inn fields
FARRANT, THOMAS GIBBS, Pembury, Kent, Grocer. Dec 21. Buss, Tunbridge Wells
FORBES, JAMES, Chertsey, Surrey, Gent. Dec 31. Pews, Rood lane
HASLAM, SAMUEL, Ashton upon Ribble, Lancs, Gent. Jan 10. W., A., & R. Ascroft, Bolton
HOOK, THOMAS, Birmingham, Pearl Handle Maker. Dec 31. Blackham & Taylor, Birmingham
JACKSON, ISAAC, Nether Peover, nr Knutsford, Chester, Farmer. Dec 31. Cooke & Sons, Middlewich
JOWEY, ANTHONY NESFIELD, Scarborough, Gent. Jan 2. Turnbull & Co, Scarborough
KENNETT, JOHN, Old Ford rd, Victoria Park, Gent. Dec 31. Layton & Co, Budge row
KIRBY, DANIEL, Northwood, Ruislip. Jan 1. Cheese & Green, Pall Mall
MILES, HERMONUS, Langham rd, West Green, Tottenham, Gent. Dec 15. Spyer & Son, New Broad st
MILLER, EDWIN WILLIAM, Union rd, Borough, Manager for a Tea Co. Jan 1. Holmes, King st, Chapsdale
PLUMMER, EMMA, Liddiard Millicent, Wilts. Forthwith. Townsend & Jones, Swindon
PORTER, WILLIAM, Hastings, Gent. Dec 31. Meadows & Co, Hastings
POTHECARY, FREDERICK WILLIAM, Liverpool, Purser. Dec 31. J. Gregory & Co, Liverpool
RIVENHALL, FREDERIC JAMES, Kingston on Thames, Pianoforte Warehouseman. Jan 5. Nye & Co, Serjeant's inn, Fleet st
ROBINSON, WILLIAM, Hyde, Chester, Builder. Dec 29. Drinkwater, Hyde
SIMPSON, HENRY, Croydon, Licensed Victualler. Dec 31. Rowland & Hutchinson, Croydon, Surrey
STREET, THOMAS HENRY, Lincoln's inn fields, Solicitor. Jan 5. Sutt & Co, Abchurch lane
SWAN, ELIZA ANN, Bryantwood rd, Holloway. Dec 15. Wilson & Co, Victoria st
THELWELL, ALICE, Swinton, Lancs. Feb 1. Rylance & Son, Manchester
WATERWORTH, JOHN, Cheltenham, Gent. Dec 25. Billings, Cheltenham
WITHEY, PETER, Norton Malreward, Somerset, Yeoman. Jan 1. Bush & Bush, Bristol
YATES, HENRY, Grantham; Steam Cultivation Contractor. Jan 14. Downson & Wright, Nottingham

London Gazette.—TUESDAY, NOV. 25.

BLAKE, ANN BEAC, Carlton terr, Harrow rd. Jan 1. Mills & Co, Brunswick pl, City rd
BORRADAILE, TOM, Ramsgate, Esq. Dec 22. Harrison, Liverpool st
BOYES, WILLIAM, Bradford, Jeweller. Jan 1. Rhodes, Bradford
BRIXLEY, CHARLES, Duke st, Manchester sq, House Steward. Dec 22. Wilcocks, New inn, Strand
BROOMHEAD, WILLIAM KIRK, Hanley, Staffs, Metal Mounter. Jan 1. Ashmall, Hanley
CARTER, ERNEST, St Kilda, nr Melbourne, Victoria, retired Dentist. Jan 5. Sladen & Wing, Delahay st, Westminster
DUNCAN, JAMES MATTHEWS, Brook st, Grosvenor sq, Esq., M.D., F.R.S. Jan 1. Stibbard & Co, Leadenhall st
ELLIS, ALFRED, Wakefield, Brass Founder. Dec 31. Fernandes, Wakefield
ELLIS, ROBERT, Brondyffryn, nr Denbigh, Butcher. Jan 12. Davies, Denbigh
FLAVELL, JANE, Small Heath, Birmingham. Dec 8. Jaques & Sons, Birmingham
GORTON, WILLIAM SQUIRES, Dudley, Ironmaster. Dec 31. Sanders & Co, Dudley
GREEN, MART, Sheffield. Dec 24. Wilson, Sheffield
HITCHCOCK, HENRY, Liverpool, Plumber. Jan 17. Hare, Liverpool
HOZIER, ELEANOR ELIZABETH, St. George's rd, Fimlico. Dec 28. Hughes & Co, Budge row, Charing cross
HUDSON, JOSEPH, Shap, Westmrid. Dec 25. Little & Lamsony, Penrith
KENNEDY, MARTHA, Fawcett st, Redcliffe grds. Dec 31. Webster, Lincoln's inn fields
KIRMAN, THOMAS HAWKINS, Weston Subedge, Glos, Innkeeper. Dec 26. Griffiths, Chipping Campden
LAY, ELIZA, Stourbridge, Worcs. Jan 5. Perry & Travis, Stourbridge
LEATHAM, EDMUND ERNEST, Wentbridge House, nr Pontefract, Banker. Dec 31. Leatham & Co, Wakefield
LEIGH, LEONARD, Aston, nr Birmingham, Coal Merchant. Jan 3. Ryland & Co, Birmingham
NAPIER, JOHN, Chorlton upon Medlock, Manchester, Gent. Jan 20. Clay & Son, Manchester
O'DONNELL, ANASTASIA CONSTANCE, Quai des Eaux Vives, Geneva, Switzerland. Dec 20. Hodges & Brandreth, Red Lion sq
OGILVIE, THOMAS ROBERTSON, Toxtak, Victoria, Company Manager. Jan 5. Sladen & Wing, Delahay st, Westminster
OSKROD, JAMES, Halliwell, nr Bolton. Jan 1. Bailey & Son, Bolton
PAKIN, THOMAS, Kirkby Woodhouse, Kirkby in Ashfield, Notts, Farmer. Dec 31. Alcock, Mansfield
SCHOLEFIELD, JAMES, Huddersfield, Surgeon Dentist. Dec 22. Kidd & Bentley, Holmfirth
THOMAS, JOSHUA, Abergavenny, Mon, Woolstapler. Jan 1. Gabb & Walford, Abergavenny
THOMSON, FRANCIS, Shepherd's Bush green, retired Pawnbroker. Dec 31. Fox, St Mary's square, Paddington
WAIN, WILLIAM JAMES, Grindon, Staffs, Farmer. Dec 28. Challinors & Shaw, Leek
WHARTON, JAMES BRAITHWAITE, Hill, Hagill, Westmrid, Gent. Jan 7. Bolton, Kendal

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE FARMERS BUILDING SOCIETY, 4, Lodgegate-hill, E.C.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 28.

RECEIVING ORDERS.

ALLEN, JAMES, Wolvercot, Oxon, Carman Oxford Pet Nov 24 Ord Nov 24
 ASSMUS, BURGARDT OTTO HARTWIG CARL, Walbrook, Promoter of the German Exhibition in London High Court Pet Oct 10 Ord Nov 25
 BAILE, THOMAS EDWARD, Hetherst, Norfolk, Butcher Norwich Pet Nov 25 Ord Nov 25
 BANTOFF, ALFRED, and JOHN HENRY BANTOFF, Selby, Yorks, Solicitors York Pet Nov 25 Ord Nov 25
 BRAUNST, HUBERT, late of Piccadilly, Gent High Court Pet June 10 Ord Nov 25
 BOON, JOHN, High st, Battersea, Corn Dealer High Court Pet Nov 3 Ord Nov 25
 BRASINGTON, JOHN THOMAS, Derby, Plumber Derby Pet Nov 25 Ord Nov 25
 COUPLAND, HENRY CURRIE, Duxton, Licensed Victualler Stockport Pet Nov 25 Ord Nov 25
 COX, JOHN, the younger, Redland, Bristol, Builder Bristol Pet Nov 24 Ord Nov 24
 CROAKER, WILLIAM HENRY, and FREDERICK CROAKER, Gt Dover st, Builders High Court Pet Oct 31 Ord Nov 25
 FORBETH, FRANCIS, Whitehaven, Costumer Whitehaven Pet Nov 25 Ord Nov 25
 FRANK, ROBERT, Norton, Malton, Yorks, Cattle Dealer Scarborough Pet Nov 25 Ord Nov 25
 GITTINGS, COLIN WILLIAM, Wye, Kent, Coal Merchant Canterbury Pet Nov 25 Ord Nov 25
 HARTMAN, THEODORE, Old Broad st, American Novelty Dealer High Court Pet Nov 24 Ord Nov 24
 HAUSER, JOSEPH, Sheerness, Kent, Grocer Rochester Pet Nov 24 Ord Nov 24
 HOLDSWORTH, WILLIAM HENRY, Wyke, Birstal, Yorks, Painter Bradford Pet Nov 24 Ord Nov 24
 HOPKINSON, ELIZABETH, Ilkley, Yorks, Lodging house Keeper Leeds Pet Nov 24 Ord Nov 24
 KEMP, WILLIAM, and SOLOMON LAZARUS SAMUEL, Norwich, Boot Manufacturers Norwich Pet Nov 25 Ord Nov 25
 KERSEWILL, JOHN, Kingsbridge, Devon, Seedsman East Stonehouse Pet Nov 25 Ord Nov 25
 LEE, TOM, Torquay, Shoemaker Exeter Pet Nov 25 Ord Nov 25
 LUCK, JAMES, East Retford, Notts, Labourer Lincoln Pet Nov 22 Ord Nov 22
 MACDONALD, HENRY WILLIAM, King st, Cheapside, Insurance Agent High Court Pet Nov 6 Ord Nov 25
 MALTYBY, FRANCIS WILLIAM, Lincoln, Insurance Superintendent Lincoln Pet Nov 24 Ord Nov 24
 MARCHANT, SARAH, Brighton, Fruiterer Brighton Pet Nov 24 Ord Nov 24
 MARKS, JACOB, Old Kent rd, Tailor High Court Pet Nov 24 Ord Nov 24
 MARPLES, GEORGE BENJAMIN, Ilkerton, Builder's Clerk Derby Pet Nov 25 Ord Nov 25
 MULLINS, LILLIAN, Parkstone, Poole, Dorset, Licensed Victualler Poole Pet Nov 14 Ord Nov 24
 PARTIDGE, RICHARD, Cheltenham, Umbrella Manufacturer Cheltenham Pet Nov 24 Ord Nov 24
 PLATT, MICHAEL, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 26 Ord Nov 26
 PORTER, WILLIAM, Oxford, College Servant Oxford Pet Nov 26 Ord Nov 26
 ROBINSON, CLAUDE, Scarborough, Jeweller Scarborough Pet Nov 25 Ord Nov 25
 ROGERS, HENRY, Plymouth, Lodging house keeper East Stonehouse Pet Nov 24 Ord Nov 24
 ROUSE, CHARLES, Sandwich, Kent, Carpenter Canterbury Pet Nov 25 Ord Nov 25
 SHER, THOMAS FRANCIS, Leckhampton, Cheltenham, Grocer Cheltenham Pet Nov 22 Ord Nov 22
 SMITH, FREDERICK GEORGE, and THOMAS SMITH, New Brunswick, Kent, Builders Rochester Pet Nov 26 Ord Nov 26
 THOMAS, JOSEPH, Swansea, Commission Agent Swansea Pet Nov 24 Ord Nov 24
 THOMAS, JOHN ROWLAND, Rye, Clerk in Holy Orders Bangor Pet Nov 11 Ord Nov 25
 WILLIAMS, STEWART, East India Dock rd, Limehouse, Hatter High Court Pet Nov 5 Ord Nov 25
 YEUILL, LEOPOLD EDWIN, Stroud, Glou, Commercial Traveller Gloucester Pet Nov 24 Ord Nov 24

The following amended notice is substituted for that published in the London Gazette, Nov. 18.

WARD, ROGER RANDAL CUTBERT, Liverpool, Iron Merchant Liverpool Pet Oct 11 Ord Nov 14

FIRST MEETINGS.

BRENNETT, WILLIAM, Swansea, Shoemaker Dec 9 at 2 Off Rec, 37, Oxford st, Swansea
 BLACK, ROBERT, Salford, Grocer Dec 10 at 3 Off Rec, 37, Oxford st, Swansea
 BUTLER, HENRY, Stratford 66 Margaret, Wilts, Farmer Dec 5 at 12 Off Rec, 32, High st, Stratford
 COX, JOHN, jun, Redland, Bristol, Builder Dec 10 at 12.30 Off Rec, Bank chmbr, Bristol
 CRITCHER, ARCHIBALD JOHN, Bristol, Matrimonial Agent Dec 10 at 12 Off Rec, Bank chmbr, Bristol
 DARRING, W., Black Lion yrd, Whitechapel Dec 9 at 2.30 Off Rec, 37, Oxford st, Swansea
 DAVIES, WILLIAM, Swansea, late Licensed Victualler Dec 9 at 12.30 Off Rec, 37, Oxford st, Swansea
 EGAN, JOHN CONNOR, Rensbury, Oxon, Estate Agent Dec 9 at 11.45 County Court bldg, Northampton
 FORBETH, FRANCIS, Whitehaven, Costumer Dec 9 at 12.30 Off Rec, Duke st, Whitehaven
 HALLITT, HENRY WILLIAM, Ilminster, Draper Dec 6 at 11.30 Off Rec, 5a, Hammett st, Taunton
 HARTY, GEORGE, Dover, Licensed Victualler Dec 5 at 10 Off Rec, 5, Castle st, Canterbury
 HENDER, JOSEPH, Sheerness, Kent, Grocer Dec 9 at 11.30 Off Rec, High st, Rochester
 HENNINGSON, WILLIAM, Birmingham, Bradford, Athletic Outfitter Dec 11 at 11 Off Rec, 51, Manor row, Bradford

HOLDSWORTH, WILLIAM HENRY, Wyke, Birstal, Yorks, Painter Dec 8 at 11 Off Rec, 31, Manor row, Bradford
 JOHN, DAVID, Port Talbot, Glam, Licensed Victualler Dec 9 at 12 Off Rec, 37, Oxford st, Swansea
 KNOX, WALTER, Stophord rd, Upton Manor, Plaistow, Commercial Clerk Dec 9 at 1 33, Carey st, Lincoln's inn fields
 LEE, TOM, Torquay, Shoemaker Dec 9 at 12 Off Rec, 13, Bedford circus, Exeter
 LETCHFORD, GEORGE, Tonbridge, Fruiterer Dec 5 at 2.30 24, Railway approach, London bridge
 MACLURE, FRANK, Queen Victoria st, Lithographic Printer Dec 9 at 12 38, Carey st, Lincoln's inn fields
 MULLINS, LILLIAN, Parkstone, Poole, Dorset, Licensed Victualler Dec 8 at 12.30 Off Rec, Salisbury
 PERKINS, ROBERT, Coventry, Cycle Manufacturer Dec 8 at 10.30 Off Rec, 17, Hertford st, Coventry
 ROUGH, ARCHIBALD ALFRED GRABER St. GEORGE, Goudge st, Tottenham Court rd, Assistant in a Berlin Wool Warehouse Dec 11 at 11 33, Carey st, Lincoln's inn fields
 SHAYNE, ROBERT, Charing Cross rd, Lead Merchant Dec 10 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SMITH, JOSEPH, Manchester, Coal Merchant Dec 10 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 STANFORD, THOMAS GEORGE, Sydenham, Meat Salesman's Clerk Dec 5 at 11.30 21, Railway approach, London Bridge
 TURNER, WILLIAM, East Greenwich, Grocer Dec 5 at 12.30 24, Railway approach, London Bridge
 WARD, ROGER RANDAL CUTBERT, Liverpool, Iron Merchant Dec 9 at 3 Off Rec, 35, Victoria st, Liverpool
 WEINBERG, JOEL GERSON, Scrutton st, Curtain rd, Shoreditch, Cabinet Maker Dec 10 at 11 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

ALLEN, JAMES, Wolvercot, Oxon, Carman Oxford Pet Nov 24 Ord Nov 24
 BAILE, ROSINA JANE, Plymouth, Glass Dealer East Stonehouse Pet Nov 30 Ord Nov 25
 BAILE, THOMAS EDWARD, Hetherst, Norfolk, Butcher Norwich Pet Nov 25 Ord Nov 25
 BANTOFF, ALFRED, and JOHN HENRY BANTOFF, Selby, Yorks, Solicitors York Pet Nov 25 Ord Nov 25
 BOWLES, JAMES, Bilhay Farm, nr Semley, Wilts, Farmer Salisbury Pet Nov 5 Ord Nov 25
 BRASINGTON, JOHN THOMAS, Derby, Plumber Derby Pet Nov 26 Ord Nov 26
 COALES, JOHN A., Aldwinckle, Northamptonshire, Cattle Dealer Northampton Pet Oct 14 Ord Nov 25
 COUPLAND, HENRY CURRIE, Brixton, Derbyshire, Licensed Victualler Stockport Pet Nov 25 Ord Nov 25
 DARRING, W., Black Lion yrd, Whitechapel High Court Pet Oct 27 Ord Nov 25
 ERSLEY, WILLIAM, Blenheim rd, Turnham Green, Retired Judge Brentford Pet July 22 Ord Nov 25
 FORBETH, FRANCIS, Whitehaven, Costumer Whitehaven Pet Nov 25 Ord Nov 25
 FRANK, ROBERT, Norton, Malton, Yorks, Cattle Dealer Scarborough Pet Nov 25 Ord Nov 25
 FRANKS, WILLIAM MALCOLM, Withington rd, Highbury Builder High Court Pet Oct 1 Ord Nov 25
 HALLITT, HENRY WILLIAM, Ilminster, Draper Taunton Pet Nov 4 Ord Nov 26
 HARTMAN, THEODORE, Old Broad st, American Novelty Dealer High Court Pet Nov 24 Ord Nov 24
 HAUSER, JOSEPH, Sheerness, Kent, Grocer Rochester Pet Nov 24 Ord Nov 25
 HOLDSWORTH, WILLIAM HENRY, Wyke, Birstal, Yorks, Painter Bradford Pet Nov 24 Ord Nov 24
 HOPKINSON, ELIZABETH, Ilkley, Yorks, Lodging House Leeds Pet Nov 24 Ord Nov 24
 HOWSE, HENRY, York st, St James's sq, Financial Agent High Court Pet July 23 Ord Nov 24
 KEMP, WILLIAM, and SOLOMON LAZARUS SAMUEL, Norwich, Boot Manufacturers Norwich Pet Nov 25 Ord Nov 25
 KERSEWILL, JOHN, Kingsbridge, Devon, Seedsman East Stonehouse Pet Nov 25 Ord Nov 25
 KING, JOHN TURNER, Wolverhampton, Printer Wolverhampton Pet Nov 21 Ord Nov 25
 KIRBY, H E, Cheapside, Solicitor High Court Pet April 2 Ord Nov 26
 KNOX, WALTER, Stophord rd, Upton Manor, Plaistow, Commercial Clerk High Court Pet Oct 27 Ord Nov 25
 LEE, TOM, Torquay, Shoemaker Exeter Pet Nov 25 Ord Nov 25
 LUCK, JAMES, East Retford, Notts, Labourer Lincoln Pet Nov 22 Ord Nov 22
 MALTYBY, FRANCIS WILLIAM, Lincoln, Insurance Superintendent Lincoln Pet Nov 24 Ord Nov 24
 MARKS, JACOB, Old Kent rd, Tailor and Outfitter High Court Pet Nov 24 Ord Nov 24
 MARPLES, GEORGE BENJAMIN, Ilkerton, Brewer's Clerk, Derby, Pet Nov 25 Ord Nov 25
 MARPLES, MARY, Moxden, nr Halifax, Worsted Spinners Halifax Pet Nov 14 Ord Nov 26
 MAW, JOHN, Doncaster, late Common Brewer Sheffield Pet Sept 1 Ord Nov 25
 PARTIDGE, RICHARD, Cheltenham, Umbrella Manufacturer, Cheltenham Pet Nov 24 Ord Nov 24
 PERKINS, ROBERT, Coventry, Cycle Manufacturer Coventry Pet Nov 4 Ord Nov 25
 PLATT, MICHAEL, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 26 Ord Nov 26
 ROBINSON, CLAUDE, Scarborough, Jeweller Scarborough Pet Nov 25 Ord Nov 25
 ROBINSON, SAMUEL ROBERT, Glossop, Derby, Painter Ashton under Lyne and Stalybridge Pet Oct 6 Ord Nov 24
 SHER, JOHN, Long Crenon, Bucks, Brickmaker Aylesbury Pet Nov 22 Ord Nov 25
 SHER, THOMAS FRANCIS, Leckhampton, Cheltenham, Grocer Cheltenham Pet Nov 22 Ord Nov 22
 SHER, SAMUEL, Pleasant grove, York rd, King's Cross, Pat Moller High Court Pet Oct 17 Ord Nov 24

THOMAS, JOSEPH, Swansea, Commission Agent Swansea Pet Nov 24 Ord Nov 24
 TRIPP, JOHN NAYLON, Sunderland, Draper Sunderland Pet Nov 5 Ord Nov 25
 WALTERS, ALBERT HENRY, Lower Tooting, Surrey, Boot Retailer Wandsworth Pet Oct 8 Ord Nov 21
 WAUGH, EDGAR WELLER, Duke at mansions, Grosvenor sq, Carpet Manufacturer High Court Pet Oct 23 Ord Nov 26
 WOOLL, CHRISTOPHER CLEMENTS, South grove, Walthamstow, Grocer High Court Pet Nov 10 Ord Nov 25
 YEUILL, LEOPOLD EDWIN, Stroud, Commercial Traveller Gloucester Pet Nov 24 Ord Nov 24

London Gazette.—TUESDAY, DEC. 2.

RECEIVING ORDERS.

ASHFORD, MARGARET, Windsor, Berkshire, Spinster Windsor Pet Nov 27 Ord Nov 27
 ASHTON, ORATIO GEORGE, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet Nov 27 Ord Nov 27
 BARRETT, EARNEST WRIGHT, Halifax, Brass Founder Halifax Pet Nov 29 Ord Nov 29
 BARRINGTON, RUTLAND, Savoy st, Strand, Actor High Court Pet Nov 24 Ord Nov 24
 BENHAM, ARTHUR WASEY, Stoke by Nayland, Suffolk, Farmer Ipswich Pet Nov 23 Ord Nov 23
 BOURNE, GEORGE, Brighton, Publican Brighton Pet Nov 27 Ord Nov 27
 BROWN, WILLIAM LAX CAVE, Manchester, India Rubber Manufacturer Manchester Pet Nov 27 Ord Nov 27
 CAHILL, STEPHEN, South Shields, Solicitor's Clerk Newcastle on Tyne Pet Nov 29 Ord Nov 29
 CATCHEPOLE, HARRY, Erith, Kent, Builder Rochester Pet Nov 25 Ord Nov 25
 COLLINGS, ROBERT, Burnley, Butcher Burnley Pet Nov 27 Ord Nov 28
 DOE, ALFRED, Castellan, Barnes, Surrey Wandsworth Pet Nov 11 Ord Nov 27
 EDWARDS, FREDERICK, Leicester, Coal Agent Leicester Pet Nov 29 Ord Nov 29
 FARROW, WILLIAM, Kingston upon Hull, Waggonette Driver Kingston upon Hull Pet Nov 27 Ord Nov 27
 HARRIS, ALBERT WILLIAM, Sittingbourne, Kent, Butcher Rochester Pet Nov 23 Ord Nov 23
 HARRIS, JOHN, Aberavon, Glam, Builder Neath Pet Nov 29 Ord Nov 29
 HARRIS, WILLIAM HENRY, Worcester, Glove Manufacturer Worcester Pet Nov 29 Ord Nov 29
 HAYTON, THOMAS, Oxenholme, Westmid, Joiner Kendal Pet Nov 29 Ord Nov 29
 HEATH, JOHN WILLIAM, Leeds, Refreshment Contractor Leeds Pet Nov 11 Ord Nov 28
 HOARE, HERBERT, formerly of Aldershot High Court Pet Nov 5 Ord Nov 28
 HORLEY, EDWARD JOHN, Bradwell, Cheshire, Mechanical Engineer Macclesfield Pet Nov 25 Ord Nov 25
 HUTCHINSON, THOMAS, Rivington, nr Bolton, Farmer Bolton Pet Nov 11 Ord Nov 27
 JENNINGS, WILLIAM, Bradford, Commission Agent Bradford Pet Nov 23 Ord Nov 23
 JENNINGS, WILLIAM JAMES, Croydon, Surrey, Tutor Croydon Pet Nov 27 Ord Nov 27
 KENNEDY, WILLIAM, Shieldfield, Newcastle-on-Tyne, Horse Dealer Newcastle-on-Tyne Pet Nov 28 Ord Nov 28
 LEAR, CHARLES HENRY, Pinhoe, Devon, Market Gardener Exeter Pet Nov 27 Ord Nov 27
 LEAR, RICHARD BACKLER, Abbey Garden mews, Hamilton 1st, Builder High Court Pet Nov 27 Ord Nov 27
 LONGSTON, THOMAS, Leeds, Licensed Victualler Leeds Pet Nov 27 Ord Nov 27
 LYNES, BENJAMIN CHARLES, Gracechurch st, Tailor High Court Pet Nov 27 Ord Nov 27
 MAKEES, ALFRED, Meeting House lane, Peckham, Builder's Foreman High Court Pet Nov 29 Ord Nov 29
 MITCHELL, ROBERT THORNTON, Ardwick, Manchester, Solicitor's Clerk Manchester Pet Nov 29 Ord Nov 29
 OWEN, HARRY, Build, Breconshire, Baker Newtown Pet Nov 27 Ord Nov 27
 PERKS, WILLIAM, Ladywood, Birmingham, Grocer Birmingham Pet Nov 29 Ord Nov 29
 PLANT, WILLIAM, Birmingham, Boot Maker Birmingham Pet Nov 28 Ord Nov 28
 POWELL, WALTER, Leicester, Furniture Dealer Leicester Pet Nov 27 Ord Nov 27
 PURCELL, WILLIAM, Pontypool, Mon, Boot Maker Newport, Mon Pet Nov 13 Ord Nov 28
 SINCOCK, ELIZABETH HANNAH VIVIAN, Cheltenham, Lodging-house Keeper Cheltenham Pet Nov 27 Ord Nov 27
 SUFFETT, CHARLES E, Newgate-street High Court Pet Sept 6 Ord Nov 27
 THOMAS, RENEE, Askam in Furness, Lancs, Hatter Ulverston and Barrow in Furness Pet Nov 17 Ord Nov 29
 VARDON, GEORGE PHILIP, Cheltenham, Manchester Manchester Pet Nov 13 Ord Nov 28
 WALKER, JOHN ADAMS, Southampton, Commission Agent Liverpool Pet Nov 27 Ord Nov 27
 WARD, CHARLES JAMES, Railway approach, London Bridge, Public house Broker High Court Pet Oct 31 Ord Nov 24

The following amended notice is substituted for that published in the London Gazette, Nov. 28.

BORRINGTON, JOHN THOMAS, Derby, Plumber Derby Pet Nov 26 Ord Nov 26

FIRST MEETINGS.

ATENSON, ALEXANDER, late Warwick rd, Earl's Court, Member of the Institution of Civil Engineers Dec 12 at 12 33, Carey st, Lincoln's inn fields
 BAILE, ROSINA JANE, Plymouth, China Dealer Dec 12 at 2.30 10, Athemum terrace, Plymouth
 BANTOFF, ALFRED, and JOHN HENRY BANTOFF, Selby, Yorks, Solicitors Dec 11 at 1.30 Harker's Hotel, York
 BOURNE, JOHN THOMAS, Derby, Plumber Dec 10 at 11 Off Rec, St James's chmbr, Derby
 BURNETT, CHRISTOPHER, Farfield Farm, nr Whitby, Yorks, Farmer Dec 17 at 5 Off Rec, 8, Albert rd, Middlesborough

CARILL, STEPHEN, South Shields, Solicitor's Clerk Dec 11 at 3.15 Off Rec, Pink lane, Newcastle on Tyne
 CATCHPOLE, HARRY, Erith, Kent, Builder Dec 15 at 2.30 Off Rec, High st, Rochester
 COALES, JOHN A., Aldwinckle, Northamptonshire, Cattle Dealer Dec 9 at 11.15 County Court bldgs, Northampton
 COOPER, GEORGE, Aldershot, Draper Dec 9 at 10.30 21, Railway app, London Bridge
 DANZIGER, H. M., Bow lane, Cheapside, Commission Agent Dec 12 at 11 33, Carey st, Lincoln's inn fields
 DE LEEUW, SOLOMON, High st, Aldgate, Meat Salesman Dec 12 at 2.30 33, Carey st, Lincoln's inn fields
 DUNCAN, JAMES, the younger, and ARCHIBALD WILLIAM DUNCAN, South Stockton, Grocers Dec 17 at 3 Off Rec, 8, Albert rd, Middlesbrough
 GABRIEL, THOMAS WILLIAM, Little Dewhurst, Solicitor Dec 12 at 10 2, Offa st, Hereford
 GITTINGS, COLIN WILLIAM, Wye, Kent, Coal Merchant Dec 10 Off Rec, 5, Castle st, Canterbury
 GREW, THOMAS, Ashby de la Zouch, Leics, Carter Dec 10 at 3.15 Queen's Head, Market st, Ashby de la Zouch
 HARRIS, ALBERT WILLIAM, Sittingbourne, Kent, Butcher Dec 15 at 12 Off Rec, High st, Rochester
 HORAN, GEORGE MICHAEL, Canterbury, Stone Mason Dec 10 at 3.30 Off Rec, 5, Castle st, Canterbury
 HORSLEY, EDWARD JOHN, Bradwell, Cheshire, Mechanical Engineer Dec 9 at 11 Off Rec, 23, King Edward st, Macclesfield
 HOWE, HENRY, York st, St James's sq, Financial Agent Dec 10 at 2.30 33, Carey st, Lincoln's inn fields
 HUTCHINSON, THOMAS, Rivington, nr Bolton, Farmer Dec 10 at 11 16, Wood st, Bolton
 JEWELL, RICHARD, Aylesbury, Carpenter Dec 10 at 3 1, St Aldate's, Oxford
 JOHNSON, GEORGE, Barnsey, Grocer Dec 12 at 11.30 Off Rec, 1, Hanson st, Barnsey
 KEMP, WILLIAM, and SAMUEL SOLOMON LAZARUS, Norwich, Boot Manufacturers Dec 12 at 3 Off Rec, 8, King st, Norwich
 KENNEDY, FREDERICK GEORGE, Stainforth rd, Walthamstow, Commercial Clerk Dec 10 at 12 33, Carey st, Lincoln's inn fields
 KENNEDY, WILLIAM, Sheffield, Newcastle on Tyne, Horse Dealer Dec 11 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 KESWILL, JOHN, Kingsbridge, Devon, Seedsman Dec 12 at 3.30 10, Atherton terr, Plymouth
 KING, JOHN TURNER, Wolverhampton, Printer Dec 16 at 12 Off Rec, Wolverhampton
 LAWRENCE, FREDERICK, Clifton, Bristol, Gent Dec 10 at 1 Off Rec, Bank chambers, Corn st, Bristol
 LEAR, CHARLES HENRY, Pinhoe, Devon, Market Gardener Dec 11 at 11 Off Rec, 13, Bedford circus, Exeter
 LOVING, WILLIAM, Oxford rd, Ealing, Builder Dec 11 at 12 35, Temple chambers, Temple avenue
 LOWE, WILLIAM, Wordsley, Staffs, Glassmaker Dec 11 at 11 11, Thos Wall, solicitor, Stourbridge
 MARCHANT, SARAH, Brighton, Fruiterer Dec 10 at 12 Off Rec, Pavilion bldgs, Brighton
 MARPLES, GEORGE BRITAM, Ilkeston, Builder's Clerk Dec 10 at 12 Off Rec, St James's chambers, Derby
 MONDON, PETER, Falcon sq, Silk Importer Dec 17 at 12 Bankruptcy bldgs, Lincoln's inn fields
 MORRAN, EDWIN, Sheffield, Beds, Grocer Dec 12 at 11 1a, St Paul's sq, Bedford
 NORTHOTE, AUGUSTUS, St Paul's Churchyard, Lace Warehouseman Dec 11 at 2.30 33, Carey st, Lincoln's inn fields
 OWENS, HARVEY, Bulth, Breconshire, Baker Dec 12 at 1 Off Rec, Llandiloos
 OXLEY, WILLIAM, jun, Heckmondwike, Woollen Manufacturer Dec 9 at 3 Off Rec, Bank chambers, Batley
 PARTRIDGE, RICHARD, Cheltenham, Umbrella Manufacturer Dec 9 at 4.30 County court bldgs, Cheltenham
 PATTISON, WILLIAM, Whitby, Yorks, Grocer Dec 17 at 3 Off Rec, 8, Albert rd, Middlesbrough
 PITT, FRANK THORNTON, Dudley, Painter's Foreman Dec 9 at 12 Off Rec, Dudley
 POWELL, WALTER, Leicester, Furniture Dealer Dec 11 at 12.30 Off Rec, 34, Friar lane, Leicester
 ROGERS, HENRY, Plymouth, Lodging House Keeper Dec 12 at 3 10, Atherton terrace, Plymouth
 ROYLE, CHARLES, Sandwich, Kent, Carpenter Dec 10 at 4 Off Rec, 5, Castle st, Canterbury
 SAGE, CHARLES FREDERICK WILLIAM, Boscombe, Bucks, Gent Dec 15 at 12 25, Walton st, Aylesbury
 SIKS, JOHN, Long Crendon, Bucks, Brickmaker Dec 9 at 12 1, St Aldate's, Oxford
 SIKS, THOMAS FRANCIS, Leckhampton, Cheltenham, Grocer Dec 9 at 3.30 County court bldgs, Cheltenham
 SMITH, STEWART SPENCER, Halesowen, Gun Barrel Manufacturer Dec 11 at 11.15 Thos Wall, Solicitor, Stourbridge
 SMITH, FREDERICK GEORGE, and THOMAS SMITH, New Brompton, Kent, Builders Dec 13 at 11.30 Off Rec, High st, Rochester
 STEPHENSON, GEORGE, Beckenham, Kent, Builder Dec 11 at 11.30 24, Railway approach, London bridge
 THOMAS, BENJAMIN, Penydafn, Merthyr Tydfil, Sugar Boiler Dec 9 at 12 Off Rec, Merthyr Tydfil
 THOMAS, JOSEPH, Mumbles, nr Swansea, Commission Agent Dec 10 at 12 Off Rec, 97, Oxford st, Swansea
 VAN DER LINDE, SIMON, High st, Whitechapel, Manager to a Meat Salesman Dec 11 at 12 33, Carey st, Lincoln's inn
 WALLER, J. HOLIDAY, Folkestone Dec 10 at 3 Off Rec, 5, Castle st, Canterbury
 YRELL, LEOPOLD EDWIN, Stroud, Glos, Commercial Traveller Dec 11 at 12 Off Rec, 18, King st, Gloucester

ADJUDICATIONS.

ASHFORD, MARGARET, Windsor, Spinster Windsor Pet Nov 27 Ord Nov 27
 ASHTON, ORATIO GEORGE, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet Nov 27 Ord Nov 27
 BEKHAM, ARTHUR WARREN, Stoke by Nayland, Suffolk, Farmer Ipswich Pet Nov 28 Ord Nov 28

BIRD, EDWARD FRANCIS, and HENRIK WULF, Gloucester General Merchants Gloucester Pet Nov 5 Ord Nov 29
 BOURNE, GEORGE, Brighton, Publican Brighton Pet Nov 27 Ord Nov 27
 BREAKELL, JOHN WILLIAM, Manchester, Quarry Owner Manchester Pet April 26 Ord Nov 27
 CAMPBELL, NEIL EDWARD, late of Holloway rd, Mineral Water Manufacturer High Court Pet Sept 27 Ord Nov 27
 CARLYLE, WILLIAM, Manchester, Licensed Victualler Manchester Pet Nov 21 Ord Nov 28
 CATCHPOLE, HARRY, Erith, Kent, Builder Rochester Pet Nov 28 Ord Nov 28
 COLLINGS, ROBERT, Burnley, Butcher Burnley Pet Nov 27 Ord Nov 28
 CRITCHELL, ARCHIBALD JOHN, Bristol, Matrimonial Agent Bristol Pet Oct 7 Ord Nov 28
 DOBSON, RICHARD, Wistaston, Cheshire, late Builders' Merchant Nantwich and Crewe Pet Aug 26 Ord Nov 24
 FARROW, WILLIAM, Kingston-upon-Hull, Waggonette Driver Kingston-upon-Hull Pet Nov 27 Ord Nov 27
 GRAHAM, LAWRENCE BRISCOE, Bury st, St James's, Gent High Court Pet Oct 2 Ord Nov 28
 HARRIS, ALBERT WILLIAM, Sittingbourne, Butcher Rochester Pet Nov 28 Ord Nov 28
 HARRIS, WILLIAM HENRY, Worcester, Glove Manufacturer Worcester Pet Nov 29 Ord Nov 29
 HAYTON, THOMAS, Oxenholme, Westmid, Joiner Kendal Pet Nov 29 Ord Nov 29
 HORSLEY, EDWARD JOHN, Bradwell, Cheshire, Mechanical Engineer Macclesfield Pet Nov 25 Ord Nov 25
 HUTCHINSON, THOMAS, Rivington, nr Bolton, Farmer Bolton Pet Nov 11 Ord Nov 28
 JENNINGS, WILLIAM, Bradford, Commission Agent Bradford Pet Nov 28 Ord Nov 28
 KENNEDY, WILLIAM, Sheffield, Newcastle on Tyne, Horse Dealer Newcastle on Tyne Pet Nov 28 Ord Nov 28
 LEAR, CHARLES HENRY, Pinhoe, Devon, Market Gardener Exeter Pet Nov 27 Ord Nov 27
 LEAR, RICHARD BLACKBURN, trading at Abbey Garden mews, Hamilton terr, Builder High Court Pet Nov 27 Ord Nov 27
 LONGBOTTOM, THOMAS, Leeds, Licensed Victualler Leeds Pet Nov 27 Ord Nov 27
 MARCHANT, SARAH, Brighton, Fruiterer Brighton Pet Nov 21 Ord Nov 26
 MITCHELL, ROBERT THORNTON, Adwick, nr Manchester, Solicitor's Clerk Manchester Pet Nov 29 Ord Nov 29
 OWENS, HARVEY, Bulth, Breconshire, Baker Newtown Pet Nov 27 Ord Nov 29
 PLANT, WILLIAM, Birmingham, Boot Maker Birmingham Pet Nov 28 Ord Nov 28
 PORTER, WILLIAM, Oxford, College Porter Oxford Pet Nov 26 Ord Nov 28
 POWELL, JOHN, Smethwick, Staffs, Timber Merchant West Bromwich Pet Oct 31 Ord Nov 26
 POWELL, WALTER, Leicester, Furniture Dealer Leicester Pet Nov 25 Ord Nov 27
 PURCELL, WILLIAM, Pontypool, Mon, Boot Maker Newport, Mon Pet Nov 13 Ord Nov 28
 ROGERS, HENRY, Plymouth, Lodging house Keeper East Stonehouse Pet Nov 24 Ord Nov 27
 SHIPLEY, EDWIN HEADLEY, Leicester, Painter Leicester Pet Nov 12 Ord Nov 21
 SMITH, FREDERICK GEORGE and THOMAS SMITH, New Brompton, Kent, Builders Rochester Pet Nov 26 Ord Nov 28
 THOMAS, REECE, Ashkan in Furness, Lancs, Hatter Ulverston and Barrow in Furness Pet Nov 17 Ord Nov 28
 WALKER, JOHN ADAMS, Southport, Commission Agent Liverpool Pet Nov 27 Ord Nov 28
 WARD, ROGER RANDAL OUTRETT, Liverpool, Iron Merchant Liverpool Pet Oct 10 Ord Nov 27
 WILLIAMS, JAMES, and AARON WILLIAMS, Hay, Breconshire, Timber Merchants Hereford Pet Oct 28 Ord Nov 27
 The following amended notices are substituted for those published in the London Gazette, Nov. 28.
 BORRINGTON, JOHN THOMAS, Derby, Plumber Derby Pet Nov 26 Ord Nov 26
 COUPLAND, HENRY CYRIL, Buxton, Derbyshire, Licensed Victualler Stockport Pet Nov 25 Ord Nov 28

£10 will be Paid for the Discovery of the WILL of ANNA LISTER, deceased, late resident at 71, Cadogan-place, S.W.—Apply, Mrs. RODGER, Broad-green, Liverpool.

MONEY.—Householders or Lodgers desirous of obtaining immediate Advances upon their Furniture or other negotiable security are invited to call at the offices of the CONSOLIDATED COMPANY, 43, Great Tower-street, E.C., and arrange: Bills of Sale and Executions paid out; no fee; the full sum advanced without deduction; an old-established and genuine firm.—Address, MANAGER.

TO SOLICITORS, EXECUTORS, and CAPITALISTS.—Messrs. Francis & Co., Surveyors, Watford, Herts, have some excellent securities in Freehold and Leasehold Ground-Rents and Mortgages paying from 3½ to 5 per cent.—Particulars forwarded on receipt of requirements.

SOLICITORS.—Wanted, by an experienced Jobbing Builder about giving up present business. Charge of an Estate; to require and collect rents; owners would effect a great saving.—J. BROWER, "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

OFFICES.—Self-contained Sets of Three and Four lofty and light rooms at low rents.—8, Southampton-street, adjoining the W.C. District Post Office.

TO LAW STATIONERS.—Attractive Shop to be Let, in the best part of Chancery-lane.—Apply to Mr. THOMAS CLARKE, 63, Chancery-lane, W.C.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices to be Let at Lonsdale Chambers, No. 27, Chancery-lane, W.C. Also large, well-furnished Rooms for Meetings, Arbitrations, &c.; Electric Light throughout the building.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

NOS. 3 and 4, LINCOLN'S-INN-FIELDS (looking South).—A very fine Suite of Large, Light, and Lofty Offices, on the first floor, to be Let, in a handsome building; suitable for a firm of solicitors, a public company, or others; hall porter in uniform.—For rent apply on the premises, or to Mr. THOMAS CLARKE, 63, Chancery-lane, W.C.

LAWYERS' PRAYER UNION.—It is proposed to hold another Social and Religious Meeting in London for Barristers and Solicitors, and their Clerks only, on THURSDAY EVENING, DECEMBER 18th, 1890, Mr. FREDERICK STRATTON, F.L.S., in the Chair. Any gentlemen in the legal profession, or their clerks, who desire to attend, or will assist in inviting others, are requested to apply to Mr. H. C. NISBET, 35, Lincoln's-inn-fields.

WANTED.—Securities for several large sums of money waiting Investment on Mortgage, £10,000 at 3½ per cent. (landed estate only), £2,000 to £5,000, 4 to 4½ per cent. on freehold or leasehold residences or business places.—BELL, WILLIAMS, SOY, & Co., Land Agents, 40, North John-street, Liverpool.

RESIDENT PATIENTS.—A List of Medical Men in all parts willing to receive into their homes Resident Patients, together with a full description of the accommodation offered, terms, &c., can be had without charge from Mr. G. B. STOCKER, 8, Lancaster-place, Strand, W.C.

THE NATIONAL PROVINCIAL TRUSTEES AND ASSETS CORPORATION, LIMITED.

Is prepared to act as TRUSTEE for DEBENTURE HOLDERS, and to receive proposals for LOANS, the PURCHASE of ASSETS and the ISSUE of SHARES in sound COMMERCIAL UNDERTAKINGS, or GUARANTEEING DEBENTURES and other SECURITIES.

CHARLES NORRIS, Secretary.

Offices, 11, Queen Victoria-street, London, E.C.

BRITISH LAW FIRE INSURANCE COMPANY, Limited.

Offices—5, Lothbury, Bank, London, E.C.

Subscribed Capital £1,000,000.

Applications for Agencies may be made to H. FOSTER CUTLER, Manager and Secretary.

IMPERIAL FIRE INSURANCE COMPANY.

Established 1891.

1, Old Broad-street, E.C., and 21, Pall Mall, S.W.

Subscribed Capital, £1,200,000; Paid-up, £200,000.

Total Invested Funds over £1,800,000.

E. COLEMAN SMITH, General Manager.

LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1864.

Chief Office 128, CHANCERY LANE, LONDON, W.C.

City Branch 1, ROYAL EXCHANGE BUILDINGS, E.C.

LIFE DEPARTMENT.

Special attention is drawn to the following business:—

1. The Reversionary Bonus added to Policies on young lives at the last division of profit was equal to the whole of the premium paid during the Quinquennium.

2. Whole World and Unconditional Policies granted without extra premium except in special cases.

3. Claims are payable immediately on proof of death and title.

FIRE DEPARTMENT.

Private Houses and Ecclesiastical Buildings, if brick and tiled or slated, and free from hazardous surroundings, insured at premium of 1s. 6d. for each £200.

Household Furniture in houses of similar construction insured at a premium of 2s. per cent.

Loans on Reversionary and Life Policies.

Reversions purchased. Annuities granted.

Prospectuses and every information may be obtained from

R. GRANT WATSON, General Manager and Secretary.

EDF AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL and BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1860.

94, CHANCERY LANE, LONDON.

SALE DAYS FOR THE YEAR 1891.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1891, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C. :-

Thurs. Jan 8	Thurs. April 30	Thurs. Aug 13
Thurs. Jan 22	Thurs. May 7	Thurs. Aug 20
Thurs. Feb 5	Thurs. May 14	Thurs. Sept 3
Thurs. Feb 12	Thurs. May 21	Thurs. Sept 10
Thurs. Feb 26	Thurs. June 4	Thurs. Sept 24
Thurs. Mar 5	Tues. June 23	Thurs. Oct 8
Thurs. Mar 12	Thurs. July 2	Thurs. Oct 15
Tues. Mar 17	Thurs. July 9	Thurs. Oct 22
Tues. Mar 24	Thurs. July 16	Thurs. Nov 5
Thurs. April 9	Thurs. July 23	Thurs. Nov 12
Tues. April 14	Thurs. Aug 6	Thurs. Dec 10
Thurs. April 23		

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

CITY OF LONDON.

By order of the Commissioners of Her Majesty's Works and Public Buildings.—A most important Freehold Property, formerly occupied by the Inland Revenue Department, commanding a situation on Tower-hill, and extending through to Great Tower-street, close to the docks and river, and in one of the most important trading centres of the City. The premises, which cover an area of nearly 10,000 superficial feet, comprise a most substantially-erected and well-lighted block of buildings, of imposing elevation, three and four floors in height, with extensive and lofty basement, cellars, and a large inner courtyard, approached by covered cartway entrances both from Tower-hill and Great Tower-street, to which the property has frontages of about 77ft. and 37ft. 6in. respectively. The various floors are at present divided into numerous offices and rooms, principally by partitions, but if desired these could be readily removed, and the premises would then form an exceptionally fine and substantial set of warehouses, especially suitable for the tea trade, or for any other business requiring extensive storage-room, for which the excellent position of the property gives it an additional value. With the exception of a portion of the basement, let to Messrs. Barber & Co. on an agreement terminable at any time at three months' notice, possession will be given on completion of the purchase.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. have been instructed to offer the above important PROPERTY for SALE by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on THURSDAY, 11th DECEMBER, 1890.

Particulars, plans, and conditions of sale may be obtained at Her Majesty's Office of Works, 12, Whitehall-place, S.W.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, and 18, Old Broad-street, E.C.

Valuable Absolute Reversion.

MESSRS. EDWIN FOX & BOUSFIELD

will SELL, at the MART, on WEDNESDAY NEXT, DECEMBER 10th, at TWO, the ABSOLUTE REVERSION, on the death of the survivor of two ladies, aged respectively 64 and 58 years, in one-fifth share of TRUST FUNDS, invested in Consolidated Stock of the London and South-Western, Midland, London and North-Western, Great Western, and North-Eastern Railways, and London, Chatham, and Dover Railway Four-and-a-Half per Cent. Arbitration Stock, the present market value of which is about £16,250; also the Absolute Reversion to one-fifth of Trust Funds, consisting of Consols and Bank of England Stock, together of the present value of about £11,527, subject to certain contingent claims. The said trust estate is subject to legacies of £7,000, and legacy duty of 3 per cent.

Particulars at the Mart; of Messrs. H. C. Nichol & Daw, Solicitors, 25, Lincoln's-inn-fields, W.C.; and of Messrs. Edwin Fox & Bousfield, 50, Gresham-street, Bank, E.C.

No. 34, STRAND, ALEXANDER ROAD, UPPER HOLLOWAY, and MUSWELL HILL.

Excellent Freehold Investments.—By direction of Trustees.

MR. A. RUMBALL will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, DECEMBER 9, 1890, at ONE, the TWO of clock, the following important INVESTMENTS:—

The exceedingly valuable FREEHOLD PROPERTY, known as No. 34, Strand, close to Charing-cross Railway Station, occupying one of the most valuable sites in this important thoroughfare. Let on lease to Mr. Bailey, Outfitter, &c., for a term expiring 25th March, 1901, at the extremely low rental of £390 per annum.

FREEHOLD ESTATE, known as 114 per annum; well secured on 25, 26, 27, 28, and 29, Alexander-road, Upper Holloway, N. Let on lease for 99 years, from 24th June, 1895, at a rental of £120 per annum. And a

Valuable FREEHOLD GROUND-RENT of £31 per annum, well secured on the family residence and grounds, known as Kew Lodge, Coney Hatch-lane, Muswell-hill. Let on lease for a term of 75 years, from 20th September, 1891. Rental £120 per annum.

Particulars may be had of Messrs. Clave & Clave, Solicitors, Devonshire-buildings, Bishopsgate-street, E.C.; and of Mr. A. Rumball, Auctioneer, 9, Abchurch-lane.

SALES BY AUCTION FOR THE YEAR 1891.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Jan 13	Tuesday, April 28	Tuesday, July 21
Tuesday, Jan 27	Tuesday, May 5	Tuesday, July 28
Tuesday, Feb 10	Tuesday, May 12	Tuesday, Aug 4
Tuesday, Feb 24	Tuesday, May 26	Tuesday, Aug 11
Tuesday, March 3	Tuesday, June 2	Tuesday, Aug 18
Tuesday, March 10	Tuesday, June 9	Tuesday, Aug 25
Tuesday, March 17	Tuesday, June 16	Tuesday, Oct 6
Tuesday, March 24	Tuesday, June 23	Tuesday, Oct 13
Tuesday, April 7	Tuesday, June 30	Tuesday, Nov 3
Tuesday, April 14	Tuesday, July 7	Tuesday, Nov 17
Tuesday, April 21	Tuesday, July 14	Tuesday, Dec 8

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES TO BE SOLD OR LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property, and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

BRANFOLD, KENT.

Between Goudhurst, Cranbrook, and Bedgebury.

MESSRS. SAMUEL B. CLARK & SON

are favoured with instructions from the Trustees to OFFER for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, DEC. 16, at TWO o'clock, this unique and compact FREEHOLD RESIDENTIAL PROPERTY, grandly placed on high ground in the most beautiful part of Kent, and commanding prospects of great extent. The mansion is a handsome, substantial, and carefully-planned structure in the earlier Tudor style of architecture. It is unusually well-built, and is surrounded by a noble terrace. The accommodation is ample for a large family and staff of servants, and consists of 22 bed and dressing rooms on the upper floors, and a clock chamber with approach to bell turret; noble staircase in oak throughout leading to the hall, a spacious and lofty apartment panelled in oak, 4 splendid reception rooms and private chapel or oratory, complete range of offices shut off from the principal part of the house, very superior stabling for nine horses, six carriages, and numerous living rooms, enclosed in large paved yard. The outbuildings, lodges, &c., are first-class, and the gardens and glass-houses in thorough working order. The park, pleasure grounds, and gardens occupy an extent of nearly 45 acres. They are charmingly laid out and are studded with noble timber.

Full particulars of the Solicitors, Messrs. Evans, Foster, & Wadhams, 2, Gray's-inn-square; of Messrs. Debenham, Tewson, & Co., Surveyors, 80, Cheapside, E.C.; and of the Auctioneers, Messrs. Samuel B. Clark & Son, 8, New Cavendish-street, Portland-place, W.

COOMBELANDS,

Near Weybridge, Chertsey, and Woking.

MESSRS. SAMUEL B. CLARK & SON

are favoured with instructions from the owner to OFFER for SALE by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, DEC. 16, at TWO o'clock, the highly-attractive and valuable FREEHOLD RESIDENTIAL ESTATE, known as Coombelands, occupying an elevated and commanding position in one of the choicest parts of Surrey. The estate comprises a very beautiful park of undulating character, together with rich farm land in a high state of cultivation, the whole being about 180 acres in extent, profusely timbered, and enclosed within belt and ring fences. The mansion is an elegant modern structure of fine architectural character, affording accommodation for a considerable establishment, and comprising sixteen bed rooms, two baths, linen room, &c., noble staircase and hall; on the ground-floor are superb drawing, dining, morning, and billiard rooms, lavatory, admirably-planned offices, and stable for six horses with ample coach-houses, and rooms for men. The farm residence, cottages, and buildings are of substantial character, well preserved, and adapted for carrying on farming operations on a large scale.

Full particulars, with plan and conditions of sale, may be obtained of the Solicitors, Messrs. Keen & Rogers, Knight-riders-street, E.C.; at the Mart; and of the Auctioneers, Messrs. Samuel B. Clark & Son, 8, New Cavendish-street, Portland-place, W.

LAW FIRE INSURANCE SHARES.

MESSRS. EILOART will SELL by AUCTION, at their OFFICES, on TUESDAY, DEC. 9th, at TWO o'clock precisely, 200 SHARES in the above Society in Lots of 5 and 10 shares each.

Full particulars of the Auctioneers, 40, Chancery-lane, W.C.

SALES FOR THE YEAR 1891.

Telephone, No. 1,609.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Stocks, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1891:—

January 23	May 15	September 4
February 13	May 22	September 18
February 27	June 5	October 2
March 6	June 12	October 23
March 20	June 26	November 13
April 10	July 10	November 27
April 17	July 24	December 11
May 1	August 21	

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

Special Notice.—Sales of Freehold Land in plots for 1891.

MESSRS. BAKER & SONS beg to announce that their AUCTIONS of FREEHOLD, Sea-side, and other plots of LAND in all parts of England, which have hitherto been so successful, will take place every week throughout the season commencing in February. As considerable detail is requisite in preparing for these auctions an early intimation from owners of property desirous of availing themselves of these sales is invited.—No. 11, Queen Victoria-street, E.C.

CITY OF LONDON.

Throgmorton-street.—To Trustees, Investors, and others.—High class Freehold Ground-rent, amply secured on modern-built premises of the rack rental value of £5,500 per annum.

MESSRS. BAKER & SONS are instructed to SELL by AUCTION, at the MART, E.C., on FRIDAY, 12th DECEMBER, at TWO (unless previously disposed of by private contract), a FREEHOLD GROUND-RENT of £1,500 per annum, amply secured upon the noble block of buildings known as Copthall-house, Copthall-avenue, Throgmorton-street, in the heart of the recent improvements effected by the Corporation of London. The building, erected from the designs of a leading London architect, is fitted with all modern improvements and conveniences for City offices, consists of four floors with basement, in all 150 rooms, arranged in suites of high-class offices, of the moderately estimated rack rental of £5,500 per annum. This freehold ground-rent offers to trustees and others an unusual opportunity of acquiring a singularly choice investment equal, if not superior, to Consols, seeing that Consols are liable to fluctuation, whilst freehold ground-rents of this character are yearly increasing in value.

Particulars and conditions of sale of Messrs. Parker, Garrett, & Parker, Solicitors, St Michael's Rectory, Cornhill, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

WEST HAMPTSTEAD.

Valuable Freehold Building Estate of about three acres.

MESSRS. BAKER & SONS will SELL by

AUCTION, at the MART, E.C., on FRIDAY, DEC. 12, at TWO, in One Lot, the highly valuable FREEHOLD BUILDING or RESIDENTIAL ESTATE, known as Sandwell House, West-end-lane, Hampstead, almost adjoining the West-end Station of Midland Railway, and one minute from West Hampstead Stations of North London and Metropolitan Railways. It comprises a comfortable family residence, containing three reception rooms, ten bed rooms, and domestic offices, with stabling, out-offices, and garden, having an important frontage of 430 feet to the main road from Kilburn to Hampstead, known as West-end-lane, and containing in all about three acres, fully ripe for immediate development, and offering to land speculators, and others a good opportunity of securing probably the choicest uncovered building site in this popular suburb, and which, by creation of ground-rents or re-sale in plots, must return a large immediate profit.

Particulars, plans, and conditions of sale of Messrs. Johnson, Weatherall, & Sturt, Solicitors, 7, King's Bench-walk, Temple, E.C.; of Mr. Claville Dyer, Surveyor, the Burgess-hill Estate Office, 3, Weech-road, Finchley-road; and of the Auctioneers, 11, Queen Victoria-street, E.C.

STIMSON'S LIST OF PROPERTIES FOR

SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 2, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT AN

SURVEYOR, LONSDALE CHAMBERS, 37, CHANCERY-LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate terms. The Management of Property and Collection of Rents undertaken.

FREEHOLD GROUND-RENTS.—£96 at

20; £50, £60, and £120, at 21; £100 and £18, at 21; £120, £60, and £30, at 25; £50 and £30, at 20; £30, at 21; £50, at 21; £2,000 and £5,000, at 20; £30, with reversion in 21 years, price £200.—Messrs. Woods, Auctioneers, 13, Newgate-street. (Mr. E. G. Woods, of the late firm of Downett & Woods.)

LEASEHOLD GROUND-RENTS

(Superior).—£120 15s. per annum net (held at nominal head rent), price £2,555; £150 p.a., price £2,580; £24 p.a., price £204; £15 p.a., price £288; £55, at £1,100; £75 p.a., price £1,510; £30 15s. p.a., price £1,880; £30 15s. p.a., price £2,000.—Messrs. Woods, Auctioneers, 13, Newgate-street.